

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, June 15, 2020

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, June 15, 2020, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

This meeting is being conducted in accordance with Governor Cuomo's Executive Order No. 202.1 that restricts in-person access to meetings. The public will be able to view or listen to the meeting live at: <https://livestream.com/swp/wcc>.

The public will be allowed to participate in the public hearing portion remotely through the use of "GoToMeeting" and must register ahead of time using the following link:

<https://attendee.gotowebinar.com/register/836734252670435087>.

After a member of the public registers, a confirmation email will be sent containing information regarding how to join the webinar. If you have previously registered for a prior Public Hearing, that confirmation is still in effect for this meeting, and you will not have to register again.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

RESOLUTIONS

- Resolution No. 1 - Requesting that the New York State Assembly Enact Assembly Bill No. A10514 Reducing the Number of City Court Judges in the City of Watertown
- Resolution No. 2 - Requesting that the New York State Senate Enact Senate Bill No. S8302 Reducing the Number of City Court Judges in the City of Watertown
- Resolution No. 3 - Readopting Fiscal Year 2020-21 General Fund and Self-Funded Health Insurance Budgets

- Resolution No. 4 - Authorizing Change to City Fees and Charges Schedule for Bus Advertising
- Resolution No. 5 - Approving Agreement of Lease Between the City of Watertown and the Thompson Park Conservancy, Inc.
- Resolution No. 6 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc.
- Resolution No. 7 - Approving Pivot Employee Assistance Services Contract
- Resolution No. 8 - Accepting Proposal for Energy Performance Contract
- Resolution No. 9 - Authorizing Supplemental Agreement #2 Contract No. D035666 Massey Street, Coffeen Street, & Court Street Bridges, PIN 775362, Project Engineering, Design, ROW Incidentals, ROW Acquisition
- Resolution No. 10 - Accepting Department of Justice (DOJ) Grant Application for COVID-19 Relief Package, Police Department
- Resolution No. 11 - Approving Change Order No. 1 for the CDBG Sidewalk and Northside ADA Ramps Repair Project, Concrete Slipform Inc.
- Resolution No. 12 - Approving the Site Plan for the Construction of a 47-space Parking Lot and a Reconfiguration of the Existing Parking Lot at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, and 8-18-303.000
- Resolution No. 13 - Requesting The City Police Department to Issue a Permit for Consumption of Alcohol In Designated Areas of Public Square
- Resolution No. 14 - Authorizing a Grant Application to the Defense Community Infrastructure Pilot Program

ORDINANCES

LOCAL LAW

PUBLIC HEARING

7:15 p.m. Resolution Authorizing Spending From Capital Reserve Fund

OLD BUSINESS

Tabled Resolution Finding That Changing the Approved Zoning Classification of 1348, 1352, and 1356 Washington St., Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business Will Not Have a Significant Impact on the Environment

Tabled Ordinance Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000 and 14-21-108.000 from Residence B to Neighborhood Business

STAFF REPORTS

1. Brett Street Property
2. NDC Housing Program
3. Sale of Surplus Hydro-electricity – May 2020
4. Sales Tax Revenue – May 2020

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, JULY 6, 2020.

Res Nos. 1 and 2

June 10, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Request by City Council of the City of Watertown
To Reduce the Number of City Court Judges

Senator Patty Ritchie and Assemblyman Mark Walczyk have introduced legislation in the New York State Senate and Assembly, respectively, which reduce the number of Watertown City Court Judges to one and one-quarter as requested by the City Council.

Two resolutions have been prepared for City Council consideration. The first one requests that the New York State Assembly enact Assembly Bill No. A10514. The second one requests that the New York State Senate enact Senate Bill S8302.

RESOLUTION

Page 1 of 3

Requesting that the New York State Assembly Enact Assembly Bill No. A10514 Reducing the Number of City Court Judges in the City of Watertown

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

YEA	NAY

Introduced by

WHEREAS, the State Legislature amended the New York Uniform City Court Act and New York Judiciary Law to increase the number of judges in several City Courts throughout the State, which amendment took effect on April 1, 2014; and

WHEREAS, among the changes made by the Legislature was an increase in Watertown City Court Judge positions from one full-time City Court Judge and one part-time City Court Judge (1/4 time) to two full-time City Court judgeships; and

WHEREAS, the initial proposal of the ad hoc City Court Advisory Committee of the State’s Chief Administrative Judge recommended, in its initial report to the State Legislature, that the City of Watertown remain at one and one-quarter judgeships; and

WHEREAS, the ad hoc Advisory Committee’s report made specific findings that, in connection with municipalities where the number of judgeships would be increased, there had been a process of statewide consultation with Mayors and a review of facilities of affected cities, to include the “suitability and sufficiency of existing courtrooms and other facilities to accommodate the proposed new and expanded judgeships;” and

WHEREAS, the political process resulted in amendments to the legislation calling for two full-time Watertown City Court judgeships in lieu of the ad hoc Advisory Committee’s recommended one and one-quarter judgeships; and

WHEREAS, the amended legislation was referred back to the ad hoc Committee for its comments; and

WHEREAS, the ad hoc Committee re-issued its report, recommending the assignment of two full-time judges to the Watertown City Court, but made no changes in connection with its comments that there had been a process of statewide consultation with Mayors and that the “facilities were suitable and sufficient to accommodate the proposed new and expanded judgeships, including courtrooms;” and

RESOLUTION

Page 2 of 3

Requesting that the New York State Assembly Enact Assembly Bill No. A10514 Reducing the Number of City Court Judges in the City of Watertown

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

YEA	NAY

WHEREAS, effective April 1, 2014, the new legislation went into effect, creating two full-time elected judgeships in the City of Watertown; and

WHEREAS, the City Council of the City of Watertown believes that the original allocation of one and one-quarter judges, one of which was elected and the other was appointed by the Mayor with the advice and consent of City Council, was and is sufficient to handle the workload of Watertown City Court; and

WHEREAS, the City of Watertown’s Mayor was never consulted concerning the expansion of elected judgeships and, regardless of the ad hoc Committee’s claim that facilities were sufficient, the Office of Court Administration has now insisted that the City expand its facilities, to include an additional courtroom, to accommodate a judgeship which was never requested and is not necessary; and

WHEREAS, the City Council of the City of Watertown believes that it is in the best interests of the City to ask its elected officials, at the State level, to introduce legislation designed to reduce the City of Watertown City Court judgeships to one and one-quarter judgeships, to be filled in the same manner as existed prior to the 2014 legislation; and

WHEREAS, one of the City of Watertown’s existing City Court Judges is running unopposed for a judgeship at the County level, the election to which, and taking of that oath of office, will create a vacancy in that position as of December 31, 2020, and the timing is appropriate to request legislation, now, to be in effect at the end of this calendar year; and

WHEREAS, the Hon. Mark Walczyk, Watertown’s representative to the New York State Assembly, introduced Assembly Bill A10514 designed to amend the Uniform City Court Act and the Judiciary Law in relation to Watertown City Court judges, such introduction having been made at the request of the Watertown City Council pursuant to a Resolution adopted on May 4, 2020,

RESOLUTION

Page 3 of 3

Requesting that the New York State Assembly Enact Assembly Bill No. A10514 Reducing the Number of City Court Judges in the City of Watertown

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

YEA	NAY

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Watertown, that it respectfully requests that the New York State Assembly enact Assembly Bill No. A10514 designed to reduce the City of Watertown City Court judgeships to 1 1/4 judgeships, to be filled in the same manner as existed prior to the 2014 amendment to the New York Uniform City Court Act and New York Judiciary Law.

Seconded by

RESOLUTION

Page 1 of 3

Requesting that the New York State Senate Enact Senate Bill No. S8302 Reducing the Number of City Court Judges in the City of Watertown

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

YEA	NAY

Introduced by

WHEREAS, the State Legislature amended the New York Uniform City Court Act and New York Judiciary Law to increase the number of judges in several City Courts throughout the State, which amendment took effect on April 1, 2014; and

WHEREAS, among the changes made by the Legislature was an increase in Watertown City Court Judge positions from one full-time City Court Judge and one part-time City Court Judge (1/4 time) to two full-time City Court judgeships; and

WHEREAS, the initial proposal of the ad hoc City Court Advisory Committee of the State’s Chief Administrative Judge recommended, in its initial report to the State Legislature, that the City of Watertown remain at one and one-quarter judgeships; and

WHEREAS, the ad hoc Advisory Committee’s report made specific findings that, in connection with municipalities where the number of judgeships would be increased, there had been a process of statewide consultation with Mayors and a review of facilities of affected cities, to include the “suitability and sufficiency of existing courtrooms and other facilities to accommodate the proposed new and expanded judgeships;” and

WHEREAS, the political process resulted in amendments to the legislation calling for two full-time Watertown City Court judgeships in lieu of the ad hoc Advisory Committee’s recommended one and one-quarter judgeships; and

WHEREAS, the amended legislation was referred back to the ad hoc Committee for its comments; and

RESOLUTION

Page 2 of 3

Requesting that the New York State Senate Enact Senate Bill No. S8302 Reducing the Number of City Court Judges in the City of Watertown

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

YEA	NAY

WHEREAS, the ad hoc Committee re-issued its report, recommending the assignment of two full-time judges to the Watertown City Court, but made no changes in connection with its comments that there had been a process of statewide consultation with Mayors and that the “facilities were suitable and sufficient to accommodate the proposed new and expanded judgeships, including courtrooms;” and

WHEREAS, effective April 1, 2014, the new legislation went into effect, creating two full-time elected judgeships in the City of Watertown; and

WHEREAS, the City Council of the City of Watertown believes that the original allocation of one and one-quarter judges, one of which was elected and the other was appointed by the Mayor with the advice and consent of City Council, was and is sufficient to handle the workload of Watertown City Court; and

WHEREAS, the City of Watertown’s Mayor was never consulted concerning the expansion of elected judgeships and, regardless of the ad hoc Committee’s claim that facilities were sufficient, the Office of Court Administration has now insisted that the City expand its facilities, to include an additional courtroom, to accommodate a judgeship which was never requested and is not necessary; and

WHEREAS, the City Council of the City of Watertown believes that it is in the best interests of the City to ask its elected officials, at the State level, to introduce legislation designed to reduce the City of Watertown City Court judgeships to one and one-quarter judgeships, to be filled in the same manner as existed prior to the 2014 legislation; and

WHEREAS, one of the City of Watertown’s existing City Court Judges is running unopposed for a judgeship at the County level, the election to which, and taking of that oath of office, will create a vacancy in that position as of December 31, 2020, and the timing is appropriate to request legislation, now, to be in effect at the end of this calendar year; and

RESOLUTION

Page 3 of 3

Requesting that the New York State Senate Enact Senate Bill No. S8302 Reducing the Number of City Court Judges in the City of Watertown

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

YEA	NAY

WHEREAS, the Hon. Patty Ritchie, Watertown’s representative to the New York State Senate, introduced Senate Bill S8302 designed to amend the Uniform City Court Act and the Judiciary Law in relation to Watertown City Court judges, such introduction having been made at the request of the Watertown City Council pursuant to a Resolution adopted on May 4, 2020,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Watertown, that it respectfully requests that the New York State Senate enact Senate Bill No. S8302 designed to reduce the City of Watertown City Court judgeships to 1 1/4 judgeships, to be filled in the same manner as existed prior to the 2014 amendment to the New York Uniform City Court Act and New York Judiciary Law.

Seconded by

Res No. 3

June 3, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Re-adoption of Fiscal Year 2020-21 General Fund and Self-Funded Health Insurance Fund Budgets

During the adjourned budget meeting held on June 1, 2020, City Council requested that the Fiscal Year 2020-21 budget be re-adopted to restore one Parks and Recreation Maintenance Worker that was eliminated in the adopted budget. The position is to be funded through a decrease in the amount budgeted for temporary employees.

A resolution re-adopting the budget has been prepared for Council consideration. Five of the Parks and Recreation accounts have changes, because the addition of another Worker requires the reallocation of employee time throughout the accounts.

RESOLUTION

Page 1 of 2

Readopting Fiscal Year 2020-21
General Fund and Self-Funded
Health Insurance Budgets

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa L.
Mayor SMITH, Jeffrey M.
Total

YEA	NAY

Introduced by

WHEREAS on June 1, 2020 the City Council passed a resolution adopting the Budget for Fiscal Year 2020-21, of which \$41,872,180 was appropriated for the General Fund and \$9,880,811 for the Self-Funded Health Insurance Fund, and

WHEREAS the adopted budget eliminated two Parks and Recreation Maintenance Worker positions for which City Council would now like to restore one of said positions,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund and Self-Funded Health Insurance Fund Budgets for Fiscal Year 2020-21 to add back one Parks and Recreation Maintenance Worker position and reduce various Parks and Recreation temporary personal service and applicable fringe benefit expenditure lines to fund the position, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby that the following adjustments be included in the re-adopted General Fund and Self-Funded Health Insurance Fund Budgets:

GENERAL FUND

A.7110.0130	Thompson Park - Wages	\$ 19,314
A.7110.0140	Thompson Park - Temporary	\$ (20,000)
A.7110.0810	Thompson Park - Retirement	\$ 1,697
A.7110.0830	Thompson Park - Social Security	\$ (55)
A.7110.0850	Thompson Park - Health Insurance	\$ 1,800
A.7140.0130	Playgrounds - Wages	\$ (4,541)
A.7140.0810	Playgrounds - Retirement	\$ (749)
A.7140.0830	Playgrounds - Social Security	\$ (348)
A.7140.0850	Playgrounds - Health Insurance	\$ (834)
A.7141.0130	Outdoor Recreation - Wages	\$ 6,221
A.7141.0810	Outdoor Recreation - Retirement	\$ 951
A.7141.0830	Outdoor Recreation - Social Security	\$ 475

RESOLUTION

Page 2 of 2

Readopting Fiscal Year 2020-21
General Fund and Self-Funded
Health Insurance Budgets

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa L.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

A.7141.0850	Outdoor Recreation - Health Insurance	\$	2,296
A.7180.0130	Pools - Wages	\$	(1,095)
A.7180.0810	Pools - Retirement	\$	(160)
A.7180.0830	Pools - Social Security	\$	(83)
A.7180.0850	Pools - Health Insurance	\$	(285)
A.7265.0130	Arena - Wages	\$	18,978
A.7265.0140	Arena - Temporary	\$	(20,000)
A.7265.0810	Arena - Retirement	\$	1,239
A.7265.0830	Arena - Social Security	\$	(76)
A.7265.0850	Arena - Health Insurance	\$	3,710
A.9050.0800	Unemployment Claims	\$	(8,455)
	Total	\$	<u>-</u>

SELF-FUNDED HEALTH INSURANCE FUND

MS.0000.1270	Shared Services Charges	\$	6,688
MS.0000.2708	Employee Contributions	\$	<u>1,179</u>
	Total	\$	<u>7,867</u>
MS.0000.0909	Appropriated Fund Balance	\$	<u>(7,867)</u>
		\$	<u>-</u>

Seconded by

Res No. 4

June 9, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: CitiBus Advertising Rates

City Council discussed the proposed rate changes at the June 1, 2020 meeting. The new rates proposed have been included in the attached City Fees and Charges Schedule and will become effective July 1, 2020.

Attached for Council consideration is a resolution approving the rate changes for advertising on buses.

RESOLUTION

Page 1 of 1

Authorizing Change to City Fees and Charges Schedule for Bus Advertising

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Meber ROSHIA, Jesse C. P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS City Council established a City Fees and Charges Schedule for the City of Watertown, as authorized by Local Law No. 2 of 2016, and

WHEREAS the FY 2020-2021 City Fees and Charges Schedule was adopted by City Council on June 1, 2020 when the FY 2020-2021 Budget was adopted, and

WHEREAS the City of Watertown desires to revise rates for Advertising Displays on CitiBus,

NOW THEREFORE BE IT RESOLVED the City Council of the City of Watertown, New York, hereby authorizes the attached City Fees and Charges Schedule for Fiscal Year 2020-2021, a copy of which is attached and made part of this resolution, to include the rates changes for Advertising Displays on CitiBus, and

BE IT FURTHER RESOLVED that this schedule is effective July 1, 2020.

Seconded by



City of Watertown
City Fees and Charges Schedule
Fiscal Year 2020-21

To Be Effective: July 1, 2020
Adopted: June 1, 2020
Amended: June 15, 2020

City of Watertown
City Fees and Charges Schedule
FY 2020-21

City Clerk Fees

Certified Copies

Certified Birth Certificate	\$10.00
Certified Death Certificate	\$10.00
Certified Marriage Certificate	\$10.00
Genealogy Search	\$22.00

Marriage License and Wedding Ceremony

Marriage License	\$40.00
Duplicate Marriage License	\$20.00
Wedding Ceremony	\$70.00

Dog License

Spayed or Neutered, per year	\$15.00
Not Spayed or Neutered, per year	\$25.00

Handicap Parking Permit

Permanent or Temporary	No Fee
Replacement for Lost Permit	\$2.00 processing fee

Racing and Wagering

Bingo, per occasion	\$18.75 + 3% of proceeds
Bell Jar, per year	\$25.00
Casino Nights, per occasion	\$25.00 + 5% of proceeds
Raffle - Category 1	\$25.00 + 2% of proceeds

Commissioner of Deeds

Application Fee	\$25.00
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Business Permits and Licenses

Vending in Public Streets, per year	\$100.00
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Garbage Collector, Private, per year

License Fee	\$250.00
Each Additional Vehicle	\$125.00
Inspection Fee for Each Vehicle	\$45.00

Liquidation Sale, per month

License Fee for 30 Days	\$500.00
Renewal of License for Additional 30 Days	\$50.00

If Sale is completed within 30 days, fee will be refunded all except for \$75

Copy of City of Watertown Code Book

Current Cost of Publication

Copies

\$0.25 per page

Credit Card Processing Fees (In-Person)

Debit: \$2.50 flat fee per transaction*

Credit: \$2.50 flat fee for transaction up to \$50; 4% of transaction for fee over \$50*

* Based on current merchant agreement

City of Watertown
City Fees and Charges Schedule
FY 2020-21

City Comptroller Fees

Parking Ticket	\$30.00
15 Days After Issue Date	\$40.00
30 Days After Issue Date	\$45.00
Handicap Parking Ticket	\$50.00
Second or Subsequent Offense Within 2 Years	\$75.00
Returned Check Fee	\$20.00
Tax Certification	\$5.00
Tax Search	\$10.00
Lien Search Fee	\$95.00
Tax Sale Advertising Fee	\$15.00
Tax Sale Certificate Filing Fee	\$50.00
Tax Deed Preparation Fee	\$15.00
Online Bill Payment Processing Fee	
Presently for City Tax Bills, County Tax Bills, Delinquent School Tax Bills, Water/Sewer Bills and Sewer Permit Bills	
Debit/Credit	2.85% + \$0.28 per transaction*
eCheck	\$2.50 per transaction*

* Based on current merchant agreement

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Civil Service Fees

Open Competitive and Promotional Exams	\$15.00
Decentralized Exams	\$15.00
Uniformed Service Exams	\$25.00
Uniformed Promotional Exams	\$15.00

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Code Enforcement Fees

Building Fees for New Construction

Permit Fee Based on Estimated Cost of Work*

\$0 - \$500	\$5.00 (minimum fee)
\$501 - \$2,000	\$34.50
\$2,001 - \$25,000	\$34.50 for the first \$2,000; \$4.50 for each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$138.00 for the first \$25,000; \$2.00 for each additional \$1,000 or fraction thereof
\$50,001 - \$100,000	\$188.00 for the first \$50,000; \$2.00 for each additional \$1,000 or fraction thereof
\$100,001 - \$250,000	\$288.00 for the first \$100,000; \$2.00 for each additional \$1,000 or fraction thereof
\$250,001 - \$500,000	\$588.00 for the first \$250,000; \$1.90 for each additional \$1,000 or fraction thereof
\$500,001 - \$1,000,000	\$1,063.00 for the first \$500,000; \$1.80 for each additional \$1,000 or fraction thereof
\$100,001 - \$5,000,000	\$1,963.00 for the first \$1,000,000; \$1.75 for each additional \$1,000 or fraction thereof

* Estimated Cost of Work for New Construction Calculated as Follows

Residential	\$150.00 per sq ft
Commercial	\$300.00 per sq ft
Industrial	\$400.00 per sq ft
Garage/Misc.	\$30.00 per sq ft

Building Fees for Maintenance & Repairs

Permit Fee Based on Estimated Cost of Work**

\$0 - \$500	\$5.00 (minimum fee)
\$501 - \$1,000	\$5.00 for the first \$500; \$2.00 for each additional \$100 or fraction thereof
\$1,001 and above	\$17.00 for the first \$1,000; \$2.00 for each additional \$1,000 or fraction thereof

** Estimated Cost of Work for Maintenance & Repairs Calculated as Follows

Residential	\$50.00 per sq ft
Commercial	\$100.00 per sq ft
Industrial	\$150.00 per sq ft
Garage/Misc.	\$15.00 per sq ft

Penalty Fee (Work Prior To Permit)

\$50.00

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Code Enforcement Fees (con't)

Various Permits

Sign - Residential	\$10.00
Sign - Business	\$75.00
Sign - Billboard/Sky Sign	\$100.00
Furnace	\$20.00
Woodstove	\$20.00
Hot Water Heater	\$20.00
Plumbing	\$20.00
Propane	\$20.00
Fence	\$20.00
Alarm System	\$20.00
Blasting	\$20.00
Fireworks	\$20.00
Operating Permit	\$20.00

Certificate of Occupancy

Final Certificate of Occupancy	\$0.00
First Provisional Certificate of Occupancy (up to 120 Days)	\$50.00
Extension Beyond the 120 Days From Date of Issuance	\$150.00

Certificate of Compliance

\$20.00

Licensed Master Plumber

Application Fee	\$50.00
Examination Fee (3 Exams)	\$75.00 per exam
Re-Examination Fee After 3 Months (3 Exams)	\$100.00 per exam
License Fee, Annual	\$250.00
Replacement of License Due to Loss	\$5.00

Demolition of Property Surcharge - in addition to direct costs of demolition

\$3,000.00

Code Violation Surcharge - in addition to actual cost of restraining, correcting abating such condition (min charge 1 hr labor & 1 hr equipment) + materials [§120-37]

\$250.00

Vacant Building Registry

Registration Fee	\$50.00
Administrative Fee (for failure to register)	\$150.00
Annual Inspection Fee	\$750.00

Miscellaneous Fees

Records Search	\$0.00
Plan Review - Residential 1 & 2 Family	\$0.00
Plan Review - Multifamily/Commercial & Industrial	
Projects costing \$19,999 or less	\$0.00
Projects costing \$20,000 or more w/NYS required stamped plans	\$50.00 per hour plus cost of permit
Black and White Photo Copies	\$0.25 per page
Color Photo Copies	\$1.00 per page

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Department of Public Works

Refuse and Garbage

Trash Sticker For Bag	\$3.25
Trash Tote Service	
32-Gallon Tote	\$48.10 per quarter
64-Gallon Tote	\$72.15 per quarter
96-Gallon Tote	\$96.20 per quarter

Property Maintenance Violation

Non-Sticker Bag Removal	\$5.00 per bag
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Bulk Drop Off Program (Fall Season)

Fee as contained in seasonal flyer based on availability and local area Municipal Solid Waste disposal fees

On-Demand Bulk Item Curbside Collection Service (Summer Season)

Fee as contained in seasonal flyer based on availability and local area Municipal Solid Waste disposal fees

Bus Fares

Individual Base Fare Adult	\$1.50
Individual Base Fare Adult, Half-Fare *	\$0.75
Children Under 12	\$0.50
Children Under 12, Half-Fare *	\$0.25
Transfer	No Charge
Coupon Book:	
Regular (10 Rides)	\$10.00
Regular (10 Rides), Half-Fare *	\$5.00
Regular (20 Rides)	\$20.00
Regular (20 Rides), Half-Fare *	\$10.00
Monthly Unlimited	\$40.00
Monthly Unlimited, Half-Fare *	\$20.00

* Half-Fare rate applies to senior citizens (65 years of age or older) and persons with disabilities and Medicare cardholders

Paratransit

Individual	\$3.00
(Fee based on two times the cost of standard Individual Base Fare Adult and allows for passenger and one caregiver)	

Snow Dump Permit

Per Truck, Up To Three Trucks Per Business	\$150.00
Flat Fee For Four or More Trucks Per Business	\$600.00

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Department of Public Works (con't)

Advertising Displays on CitiBus

artwork, materials, production, installation and removal. These are the responsibility of advertiser and must be approved by CITIBUS.
and removal. These are the responsibility of advertiser and must be approved by

Driver Side/King Board (30" x 160")	
3 Months (\$175/mo)	\$525.00
6 Months (\$125/mo)	\$750.00
12 Months (\$105/mo)	\$1,260.00
Passenger Side/King Board (30" x 160")	
3 Months (\$175/mo)	\$525.00
6 Months (\$125/mo)	\$750.00
12 Months (\$105/mo)	\$1,260.00
Driver Side/Queen Board (30" x 70")	
3 Months (\$150/mo)	\$450.00
6 Months (\$100/mo)	\$600.00
12 Months (\$75/mo)	\$900.00
Passenger Side/Queen Board (30" x 70")	
3 Months (\$150/mo)	\$450.00
6 Months (\$100/mo)	\$600.00
12 Months (\$75/mo)	\$900.00
Back/Tail (21" x 72")	
3 Months (\$175/mo)	\$525.00
6 Months (\$150/mo)	\$900.00
12 Months (\$125/mo)	\$1,500.00
Interior/Rails (11" x 28")	
3 Months (\$35/mo)	\$105.00
6 Months (\$30/mo)	\$180.00
12 Months (\$25/mo)	\$300.00

* 10% Discount if year is paid in full

Conduit Access

Initial Fee	\$500.00
Monthly Fee, Per Foot of Conduit	\$0.031

Per the Franchise agreement - "If the City is required to be on-site for any request, an hourly rate of \$200 per hour will be assessed."

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Engineering Fees

Floodplain Development Permit***	\$25.00
***in addition to any costs necessary for the review, inspection and approval of the project	
Dumpster Permit	\$50.00
Sidewalk Permit	\$0.00
Curbs and Pavement Cuts	
Curb Cuts	\$100.00
Pavement Cuts, up to 3 sq yds	\$200.00
Pavement Cuts, each additional sq yd thereafter	\$30.00
Specialty Pavement Cut	\$150.00 + actual cost of repair and replacement
Septic Tanks and Lateral Disconnections	
Septic Tank Permit	\$50.00
Disconnect & Plugging of Unused or Abandoned Lateral Sewers	\$50.00
Repair/Renewal of Existing Sanitary	\$0.00
Sewer Permits - Inside the City	
Residential Sanitary	\$100.00
Residential Storm	\$100.00
Commercial Sanitary	\$200.00
Commercial Storm	\$200.00
Industrial Sanitary	\$300.00
Industrial Storm	\$300.00
Sewer Permits - Outside the City	
Residential Sanitary	\$300.00
Residential Storm	\$300.00
Commercial Sanitary	\$550.00
Commercial Storm	\$550.00
Industrial Sanitary	\$550.00
Industrial Storm	\$550.00

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Parks and Recreation Fees*

* Military personnel and their immediate families, upon producing military ID, will be charged at the City Resident rate

Arena - Ice Time for Groups	City Resident	Non City Resident
Minor Hockey & Figure Skating / Student Groups		\$80.00 per hour
Adult and Non City Groups		\$120.00 per hour
Events Where Admission / Donation is Charged	\$150.00	\$188.00 per hour
School Ice Skating (Mon - Fri 12:00pm - 2:30pm)	\$2 per student to cover cost of skating and rentals	

Arena - Ice Time	City Resident	Non City Resident
Public Skating	\$3.00	\$4.00 per day
Public Skating (children under the age of 4 years old)	No Charge	No Charge
Season Public Skating Pass	\$125.00	\$156.00 season
Family Ice Skating Pass	\$250.00	\$313.00 season
Skate & Shoot	\$5.00	\$6.00 per day
Season Skate & Shoot Pass	\$125.00	\$156.00 season
Season Skate & Shoot Pass and Public Skate	\$200.00	\$250.00 season
Ice Skate Rental	\$3.00	\$4.00 per day
Ice Skate Rental (children under the age of 4 years old)	No Charge	No Charge
Ice Skate Sharpening	\$5.00	\$6.00 per day
Rock & Skate	\$5.00	\$6.00 per day
Slip Slide & Skate		
Per Season	\$25.00	\$50.00 season
Per Season - With Skate Rental	\$35.00	\$70.00 season
Broomball	\$5.00	\$6.00 per day
Broomball Equipment Rental	\$3.00	\$4.00 per broom
Replacement ID Card	\$5.00	\$6.00 per card

Arena - Rental of Space	City Resident	Non City Resident
Arena Rental / Performances	\$1,000.00	\$1,250.00 per day
Performances - Day Before / After	\$500.00	\$625.00 per day
Arena Rental Non Ice Time	\$100.00	\$125.00 per hour
Multipurpose Room - Daily	\$100.00	\$125.00 per day
Multipurpose Room - Hourly	\$25.00	\$31.00 per hour
Vendor Space	\$100.00	\$125.00 per day
Large Stage Set Up	\$1,000.00	\$1,250.00 per event
Small Stage Set Up	\$500.00	\$625.00 per event
Large Bleacher Set Up	\$500.00	\$625.00 per event
Small Bleacher Set Up	\$250.00	\$313.00 per event
PA System Rental	\$50.00	\$63.00 per event
Hang Signage	\$50.00	\$63.00 per hour
Hospitality Room	\$250.00	\$313.00 per day
Office Rental - Seasonal	\$500.00	\$625.00 per season
Office Rental - Daily	\$50.00	\$63.00 per day
Birthday Party Room	\$50.00	\$63.00 per party
Arena Concession - Per Vendor	\$250.00	\$313.00 per day
Arena Concession - Unlimited Concession Stands	\$1,000.00	\$1,250.00 per day
Craft and Vendor Fairs - Booth w/o Electricity	\$40.00	\$50.00 per day
Craft and Vendor Fairs - Booth w/ Electricity	\$50.00	\$63.00 per day

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Parks and Recreation Fees (con't)

Miscellaneous Arena Fees	City Resident	Non City Resident
Admission to Events		
Craft and Vendor Fairs	\$3.00	\$3.00 per day
Special Events Sponsored by Parks & Rec	\$5.00	\$5.00 per day
Advertising Fees		
Advertising Signs in Arena	\$400.00	\$500.00 May-Aug
Advertising on TV in Lobby	\$100.00	\$125.00 per month
Chairs and Table Rental	City Resident	Non City Resident
Chair Rental: Up to 500 Chairs	\$1.00	\$1.25 per day
Chair Rental: 501 - 1000	\$0.75	\$1.00 per day
Chair Rental: 1001+	\$0.50	\$0.75 per day
Table Rental: 1 - 20 Tables	\$4.00	\$5.00 per day
Table Rental: 21+ Tables	\$3.00	\$4.00 per day
Field Rental	City Resident	Non City Resident
Fairgrounds Main Baseball Field - Grandstand		
Hourly	\$75.00	\$100.00 per hour
Lights	\$75.00	\$100.00 per day
Fairgrounds Main Multipurpose Field - Outdoor Stadium		
Hourly	\$75.00	\$100.00 per hour
Lights	\$75.00	\$100.00 per day
Fairgrounds Horse Ring	\$60.00	\$75.00 per day
Municipal Fairgrounds Rental	\$250.00	\$313.00 per day
Other Athletic Fields		
Hourly	\$20.00	\$25.00 per hour
Lights	\$30.00	\$38.00 per day
Performances	\$1,000.00	\$1,250.00 per day
Day Before / After	\$500.00	\$625.00 per day
Practice - Schools Within City Limits & JCC	50%	N/A per hr
Field Rental For Tournaments	City Resident	Non City Resident
Main Fields - Non-Profit 501C3	\$41.00	\$51.00 per hour
Other Fields - Non-Profit 501C3	\$15.00	\$19.00 per hour
Regular For Profit Events	Hourly rate	Hourly rate per day
Additional Chalk Lining	\$25.00	\$31.00 per lining
Naming Rights - Athletic Fields (5 year term - fields used mid-April through early-October)		
Regular Athletic Fields (11)		\$1,000 per year
Regular Athletic Fields with lights (4)		\$1,500 per year
Main Multi-Purpose Field (1)		\$3,000 per year
Grandstand (1)		\$5,000 per year
	City Resident	Non City Resident
Turf	\$15.00	\$19.00 per bag

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Parks and Recreation Fees (con't)

Parking	City Resident	Non City Resident
Parking - Arena Concert / Performance / Show	\$1,500.00	\$1,875.00 per event
Parking - Outdoor Events	\$3,000.00	\$3,750.00 per event
RV sites	City Resident	Non City Resident
With Utility Hookup	\$25.00	\$31.00 per night
Without Utility Hookup	\$15.00	\$19.00 per night
Jefferson County Agriculture Society Fair		
Arena Rental - Fair		\$3,000.00 fair
RV Sites - Fair Week		\$75.00 per site
Concessions - Jeff Co Ag Society		\$1,000.00 fair
Marquee Advertising	City Resident	Non City Resident
Non Parks and Recreation Events - Daily	\$10.00	\$13.00 per day
Non Parks and Recreation Events - Weekly	\$50.00	\$63.00 per week
Miscellaneous Parks and Recreation Fees	City Resident	Non City Resident
Vendor Fee	\$50.00	\$63.00 per event
Vendor Fee - Large Event	\$300.00	\$375.00 per event
Alcohol Permit Processing Fee	\$10.00	\$13.00 per day
Pavilion Rentals	City Resident	Non City Resident
Mayor Butler Pavilion	\$50.00	\$63.00 per day
Fairgrounds Pavilion	\$50.00	\$63.00 per day
Veterans Memorial Pavilion	\$50.00	\$63.00 per day
Marble Park Pavilion	\$50.00	\$63.00 per day
Thompson Park		
Large Pavilion - One of Four Quarters	\$50.00	\$63.00 per day
Large Pavilion - Full	\$200.00	\$250.00 per day
Picnic Areas	\$10.00	\$13.00 per day
Rotary Pavilion	\$50.00	\$63.00 per day
Pinnacle Pavilion	\$50.00	\$63.00 per day
Band Stand	\$25.00	\$31.00 per day
Thompson Park - Garbage Removal for Large Groups		
1-99 people		\$25.00 per day
100-199 people		\$50.00 per day
200+ people		\$75.00 per day
Bubble Ball	City Resident	Non City Resident
Bubble Ball Rental	\$5.00	\$6.00
Bubble Ball Event Fee	\$100.00	\$125.00

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Parks and Recreation Fees (con't)

Team Sports Programs

Men's and Coed Adult Softball	\$300.00	per team
Sunday Softball	\$300.00	per team
Volleyball Team	\$200.00	per team
Kickball Team	\$225.00	per team
Soccer Tournament	\$225.00	per team
Basketball Tournament	\$125.00	per team
Soccer Teams	\$225.00	per team
Sunday Football League	\$250.00	per team

Baseball and Softball Adult

	City Resident	Non City Resident
Athletic Tournaments	\$200.00	\$300.00 per team

Parks and Recreation Programs

	City Resident	Non City Resident
Tennis Clinic	\$30.00	\$60.00 per person
Golf Lessons	\$35.00	\$70.00 per person
Youth Baseball & Softball Leagues	\$15.00	\$30.00 per person
Youth Swimming Lessons	\$15.00	\$30.00 per person
Fishing Clinic	\$30.00	\$60.00 per person
Family Yoga	\$10.00	\$20.00 per person
Scuba Diving Lessons	\$30.00	\$60.00 per person
Kid's Zumba	\$15.00	\$30.00 per person
Youth Running Club	\$20.00	\$40.00 per person
Horseback Riding Lessons	\$50.00	\$100.00 per person
Archery Day Camp	\$15.00	\$30.00 per person
Archery Week Camp	\$40.00	\$80.00 per person
Boot Camp Exercise Program	\$25.00	\$50.00 per person
Youth Camps	\$25.00	\$50.00 per person
Parks and Recreation Classes	\$25.00	\$50.00 per person

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Police Fees

Bike License	\$1.00
Copies	\$0.25 per page
Incident Report	\$0.25 per page
Motor Vehicle Report	\$0.25 per page
Records (Background) Check	\$10.00

Police Academy

Tuition	\$1,700.00 per enrollee
Tuition Credits	\$25.00 per instructor hour provided to Academy Training
Books and Supplies	\$300.00

City of Watertown
City Fees and Charges Schedule
FY 2020-21

Planning Department Fees

Zoning Reviews

Special Use Permit	\$125.00
Site Plan Minor Review *	\$150.00
Site Plan Major Review **	\$250.00
Site Plan Waiver	\$75.00
Variance of Use or Area	\$200.00
Zoning Interpretation	\$200.00
Zone Change	\$125.00
Subdivision Review	\$150.00

* Site Plan Minor is defined as neither a Site Plan Waiver nor a Site Plan Major

** Site Plan Major is defined as a site plan approval application which involves the

Res No. 5

June 10, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Lease Agreement Between the City of Watertown and the Thompson Park Conservancy, Inc.

The Lease Agreement between the Thompson Park Conservancy and the City of Watertown expires June 30, 2020. A new lease has been drafted and is attached for review. It is the same as the current lease, except for two changes.

A paragraph requiring the Conservancy to provide the City with a list of all capital projects that will be initiated in the next 5 years by January 1st has been deleted. They are not in a position to commit to future projects.

The term of the proposed agreement is five years, instead of the current one year. This will help the Conservancy with some of its funding sources.

A resolution approving the Lease Agreement has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement of Lease Between
the City of Watertown and the Thompson
Park Conservancy, Inc.

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C.P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns the property known as Thompson Park, located in the City of Watertown, and

WHEREAS the Thompson Park Conservancy, Inc. desires to lease certain premises located at Thompson Park for the operation of the Thompson Park Zoo, and the City is willing to lease the same to the Conservancy under the terms and conditions set forth in the attached Agreement of Lease,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement of Lease between the City of Watertown and the Thompson Park Conservancy, Inc., in connection with the operation of the Thompson Park Zoo, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Jeffrey M. Smith is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by

Agreement of Lease

This AGREEMENT OF LEASE (referred to herein as “Lease”) is being made and is intended to be effective as of, July 1, 2020, between the City of Watertown with its principal office located at 245 Washington Street, Watertown, New York 13601 (referred to herein as “Lessor” or “City”) and the Thompson Park Conservancy, Inc., with its principal office located at the Administration Building, One Thompson Park, Watertown, New York 13601 (referred to herein as “Tenant”).

INTRODUCTION

WHEREAS the Lessor owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York (referred to herein as the “Park”); and

WHEREAS, the Tenant desires to lease a designated portion of the Park premises located at the Park for the continued operation of the New York State Zoo at Thompson Park (referred to herein as the “Zoo”) and the Lessor desires to lease the same to the Tenant upon the terms and conditions set forth herein; and

WHEREAS the parties recognize that the Zoo has been a valued and integral part of the Park’s history, as well as the history of the City; and

WHEREAS the parties recognize that the Zoo remains a treasured City asset which continually serves and enriches the community through education, recreation, conservation, camaraderie, research, historical perspective, and society; and

WHEREAS the fruitful partnership between the City and Zoo promotes cultural richness and an appreciation for the City community; and

WHEREAS the parties recognize and appreciate the financial and social interdependence among the Zoo, the City, and the Park;

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the Lessor and Tenant agree as follows:

AGREEMENT

Section 1. Premises and Services

- 1.1 Lessor leases to Tenant and Tenant leases from Lessor the premises and appurtenances generally shown in the attached Schedule A (referred to herein as the “Leased Premises”).
- 1.2 As part of this Lease, Lessor grants Tenant the exclusive rights for the sale of food and concession items on the Leased Premises. Lessor agrees that during the term of this Lease no other person, partnership, firm, corporation or other entity shall be granted conflicting rights, licenses or privileges on the Leased Premises. Tenant shall have exclusive rights for the sale of food and concession items at the July Concert and fireworks held in Thompson Park
- 1.3 Tenant covenants at the expiration or other termination of the Lease to remove its personal property and effects from the Leased Premises and to surrender all buildings, structures, fixtures, and all keys and locks in as good a condition as received by Tenant, ordinary wear and tear excepted.

Section 2. Tenant’s Construction

- 2.1 Tenant is given the right to construct improvements to the Leased Premises in furtherance of its mission, provided that it receives pre-approval of its construction from the Lessor and that the construction does not materially interfere with the operation of the Park. The pre-approval shall not be unreasonably withheld or delayed. Tenant shall obtain any

required building or similar type permits required in connection with the construction. Tenant will be responsible for all costs associated with improvements constructed by it or under its authority. All construction shall be in compliance with all local, state and federal building codes, laws and regulations, and in agreement with recommended practices of the Association of Zoos and Aquariums (hereinafter "AZA practices"). The Tenant is responsible for submitting both preliminary drawing details and final "as built" drawings of all projects constructed.

2.2 Tenant shall be responsible for providing Lessor with final project costs of any improvements to the Leased Premises. Said actual costs shall be provided to Lessor within 30 days of project completion.

2.3 All improvements to the Leased Premises made by Tenant with the Lessor's approval, shall become the property of Lessor and shall remain with the Leased Premises. Tenant shall annually provide a comprehensive listing of all buildings and structures present on the Leased Premises. If there has been no change since the prior year, "no change" shall be noted. Such listing shall initially be provided within 30-days of signing this Lease.

Section 3. Term

3.1 The term of this Lease shall be for the period from July 1, 2020, through June 30, 2025.

Section 4. Rent

4.1 Tenant shall not be obligated to pay any rent during the term of this Lease, but shall serve as the Zoo operator in consideration for this Lease.

Section 5. Services, Utilities, and Facilities.

5.1 Lessor shall furnish the following services to Tenant:

- 1) Structural and mechanical maintenance of the buildings and structures identified for such services at paragraph 6.2 of this Lease. Lessor's obligation extends to the "old" portion of the Zoo's Visitors Center.
- 2) Large area grass cutting (defined to be that which is accomplished by a "riding mower"). Tenant shall be responsible for hand mowing and trimming within the Leased Premises.
- 3) Snow removal of all roads and major visitor walkways within the Leased Premises. It is understood the Lessor will remove snow from Thompson Park before entering the Leased Premises for snow removal.
- 4) Water, sewer, gas and electricity. The Tenant and Lessor shall work cooperatively to reduce/conserve the energy consumed by operations on the Leased Premises.

5.2 Tenant shall furnish the following services at its sole cost:

- 1) Telephone and cable service.
- 2) Trash removal to include animal refuse, and medical/biologic waste. The cleanup of leaves, sticks and other natural debris shall be the responsibility of the Tenant. Tenant is permitted to compost biodegradable materials as permitted by law and AZA practices.

3) Emergency Generator

4) Pest control.

5.3 Tenant is responsible for the operation of the Zoo, including but not limited to engaging, supervising and terminating Tenant's personnel; establishing policies for the operation of the Zoo in agreement with recommended AZA practices and generally accepted zoo management principles; facility/organizational planning and development; and animal acquisition and care.

Section 6. Repairs and Maintenance

6.0 Lessor and Tenant shall do semi-annual inspections of the leased premises and facilities to identify and document facility needs and upcoming work requirements. Said inspections shall be done in April and September of each year.

6.1 Lessor shall maintain and operate the Park in all respects consistent with generally accepted management practices for Parks of similar size and character, and in accordance with all applicable rules and regulations. In addition, Lessor shall operate, maintain and keep in good repair any and all facilities of the Park, which are necessary or incidental to the operations conducted by Tenant. The Lessor's said duty to operate, maintain and keep in good repair shall include but is not limited to the following:

- 1) Lessor shall maintain and keep in good repair all premises and facilities of the Park unless discontinued by Lessor, including all public restrooms. However, Tenant shall clean and supply the restrooms located on the Leased Premises;
- 2) Lessor shall keep the Park roadways free year-round from obstructions, including but not limited to the clearing and removal of snow and ice, vegetation, stones and other foreign matter for the safe, convenient and proper use of the Park by Tenant

and those using Tenant's services. However, Lessor is not hereby obligated to plow the State Street entrance to the Park; and

3) Lessor shall operate and maintain adequate directional signs within the Park.

6.2 a. Lessor shall maintain the exterior of the buildings and other facilities on the Leased Premises, with the exception of painting, which are identified as buildings 1, 4, 6, 7, 8, 10 and 11, on Schedule A, in good condition and repair. Lessor shall also promptly make all necessary repairs to those same buildings' and facilities' equipment (including heating, electrical, sanitary, air conditioning and other systems). Lessor shall maintain the ornamental fencing on the Leased Premises.

b. Tenant shall maintain the exterior of all other buildings and facilities on the Leased Premises, which are currently identified as buildings 2, 3, 5, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 24 and 25 on Schedule A, in good condition and repair. Tenant shall also promptly make all necessary repairs to those same buildings' and facilities' equipment (including heating, electrical, emergency generator, sanitary, air conditioning and other systems). Tenant shall be responsible for painting the exterior of buildings 1,4,6,7,8,10 and 11. All subsequently added buildings or facilities are also Tenant's responsibility.

c. Tenant shall be responsible for landscaping, exhibit habitat and components, fencing and enclosures on the Leased Premises.

d. Tenant shall otherwise keep the Leased Premises neat and clean and in such order as the same are in on the Lease commencement date, wear and tear resulting from reasonable use excepted. This shall include all routine maintenance and cleaning on the Leased Premises.

Section 7. Rules and Regulations

- 7.1 Upon written notice by Lessor, Tenant and its agents and employees shall comply with and observe all reasonable rules and regulations concerning the use of the Leased Premises and the Park, which may from time to time be promulgated by Lessor. Said rules and regulations shall not conflict with the terms of this Lease, nor AZA practices.

Section 8. Assignment and Subletting

- 8.1 Tenant may not assign or transfer this Lease and/or sublet the Leased Premises in whole or in part, including but not limited to the rights granted to Tenant in connection with the operation of the Zoo, without the prior written consent of Lessor, which consent may be withheld. A complete assignment or transfer of this Lease made by Tenant shall release and discharge Tenant from any and all liability under the Lease from the date that Tenant receives Lessor's written consent to the said assignment if the party to which the Lease has been assigned or transferred shall assume all of the liabilities and obligations of Tenant under this Lease.

Section 9. Lessor's Right of Access

- 9.1 Tenant shall permit Lessor or its authorized representatives to enter the Leased Premises during usual business hours (or at any time for the purpose of making emergency repairs, snow removal, or other to perform other necessary maintenance responsibilities outlined herein) to inspect or repair the Leased Premises.

Section 10. Damage to Leased Premises by Fire

- 10.1 If any portion of the Leased Premises, which are identified as buildings 1, 4, 6, 7, 8, 9, 10, 11, 13, 16 and 19 on Schedule A, are materially damaged by fire or other casualty, Lessor may elect to collect upon its own insurance for the same and further elect not to replace the same. In such event, Tenant shall have no claim against Lessor.

- 10.2 If any remaining portion of the Leased Premises are materially damaged by fire or other casualty, Tenant shall diligently proceed to repair or replace the same unless Lessor, by resolution of the City Council, in its sole discretion, waives the same.
- 10.3 Tenant shall be solely responsible for its personal property.
- 10.4 For purposes of this Section 10, "material damage" shall mean damages in an amount exceeding 50% of the structure's insured value.

Section 11. Insurance and Indemnification.

11.1 Recognizing that the Lessor is self-insured for liability issues, during the term of this lease, Tenant shall, at its own cost and expense, maintain and provide general public liability insurance and "Zoo operations" insurance for the benefit and protection of Lessor and Tenant, specifically naming in said policy or policies the Lessor as an additional insured thereunder in the minimum amount of \$1,000,000. The City shall be a certificate holder on all policies of insurance, which certificate shall recite that the City is entitled to at least 30 days notice of insurer's termination of coverage. Lessor's additional insured status shall not be limited to vicarious liability only. The public liability policy or certificate thereof shall be delivered to Lessor, together with proof of the payment of the annual premium or premiums, upon the signing of this Lease. Tenant shall deliver to Lessor renewals of such public liability insurance policy, with proof of payment of the premium within twenty (20) days before its expiration date during the term of this Lease.

11.2 During the time of this Lease, Tenant shall, at its own cost and expense, maintain and provide fire and casualty insurance designed to replace the structures which are its responsibility on the Leased Premises (replacement cost coverage). Tenant shall also maintain coverage on all structures on any portion of the Leased Premises for damage caused by Tenant's negligence in the stated sum of \$300,000.00. The City shall be a Certificate Holder on each policy of insurance.

- 11.3 Lessor reserves the right to increase the required amount of casualty or general liability insurance in a commercially reasonable manner, from time to time, during the term of this Lease, upon written notice to Tenant.
- 11.4 Tenant hereby indemnifies and holds Lessor harmless of and from any and all liability or claims for injuries to persons or property caused by Tenant's operation of the Zoo or Tenant's use and occupancy of the Leased Premises. This indemnification shall survive the termination or expiration of the term of this Lease.
- 11.5 Lessor hereby indemnifies and holds Tenant harmless of and from any and all liability or claims for injuries to persons or property caused by Lessor's use or operation of the Park. This indemnification shall survive the termination or expiration of the term of this Lease.
- 11.6 Lessor shall be responsible for any underground storage tanks and/or hazardous substances used by Lessor in the Park or located within the Park (except for hazardous substances used or brought into the Park by Tenant), and hereby indemnifies and holds Tenant harmless of and from any and all liability or claims arising from the same.

Section 12. Quiet Enjoyment

- 12.1 Upon observing and performing all the Lease terms required of Tenant, Tenant shall peaceably and quietly enjoy the Leased Premises without hindrance by Lessor or any party claiming through Lessor.

Section 13. Animal Care and Feeding

- 13.1 Tenant shall be responsible for all animal care (including veterinary care) and feeding. Lessor shall use its best efforts to obtain grant money to assist Tenant in the payment of the costs associated with the care and feeding of the animals and also to assist Tenant in obtaining grant money on its own through direct applications.

A party may change the address to which notices are to be sent by written notice actually received by the other party.

Section 17. General

- 17.1 Lessor represents and warrants that it has the right to lease the Leased Premises to Tenant, that it has full power and authority to enter into this Lease, that all necessary approvals have been obtained or waived and that this Lease does not violate any agreement, law or rule binding upon Lessor.
- 17.2 Tenant shall have the right to install and operate signs and displays within the Park, subject to the approval of the Lessor, and such approval shall not be unreasonably withheld or delayed. Tenant shall post the hours when the Zoo shall be open to the public (subject to the applicable entry fee) in such location(s) within the Park as the Lessor and Tenant shall reasonably agree.
- 17.3 It is understood and agreed by and between the parties hereto that the grant by Lessor to Tenant is a grant of the exclusive right to operate the Zoo.
- 17.4 Tenant shall not open the Zoo to the public at times other than the times during which the Park shall be open to the public without the written permission of the City Manager. Notwithstanding, (a) It is agreed that the Zoo may maintain year-round hours of operation; and (b) a resident Executive Director and the person's family and lawful guests shall have unrestricted access to the residence situate upon the Leased Premises. Lessor and Tenant shall do yearly inspections of the Director's House to identify and document facility needs and upcoming work requirements.
- 17.5 Tenant shall maintain reasonably necessary equipment and supplies for the provision of first aid to the public and its employees in keeping with recommended practices of AZA management and operation.

- 17.6 Tenant shall be responsible for securing all gates to the Zoo upon the closing of the Zoo to the public and hereby acknowledges that the Lessor's employees will not be available to provide this service.
- 17.7 Tenant shall not utilize any buildings or other facilities located within the Park outside of the perimeter of the Leased Premises without the written consent of the City of Watertown.
- 17.8 Tenant shall not have the use of any of Lessor's vehicles or equipment for Tenant's use
- 17.9 Tenant agrees that its employees shall park their vehicles in such locations as Tenant and Lessor shall reasonably agree upon.
- 17.10 All covenants in this Lease, which are binding upon Tenant, shall be construed to be equally applicable to and binding upon Tenant's agents and employees, and others claiming the right to be in the Leased Premises or the Park through or under Tenant.
- 17.11 All covenants in this Lease, which are binding upon Lessor, shall be construed to be equally applicable to and binding upon Lessor's agents and employees, and others claiming any rights through or under Lessor.
- 17.12 This Lease shall be binding upon and shall inure to the benefit of the parties and their legal representatives, successors and assigns.
- 17.13 In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Tenant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

17.14 This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one (1) instrument.

IN WITNESS WHEREOF, Lessor and Tenant have caused this Lease to be executed by authorized agents to be effective as of the date first above written.

LESSOR:

THE CITY OF WATERTOWN, NEW YORK

BY: Jeffrey M. Smith
ITS: Mayor

LESSEE:

THOMPSON PARK CONSERVANCY, INC.

BY: Lawrence J. Sorel
ITS: Executive Director/CEO

Schedule A

See attached Map



Building ID & Description	
1	- Animal Health Science/Mgt. Lab
2	- Animal Mews
3	- Zoo Maintenance Garage
4	- Director's Residence
5	- Director's Residence Garage
6	- Root Cellar
7	- North Country Nights
8	- Discovery Center/Wildside Cafe
9	- Little Trees Visitor Center
10	- Karl R. Burns Pavilion
11	- Children's Zoo Barn
12	- Bald Eagle Exhibit
13	- Mountain Lion Exhibit
14	- Bobcat Exhibit
15	- Golden Eagle Exhibit
16	- Lynx Exhibit
17	- Butterfly House
18	- Elk Exhibit
19	- Wolf Exhibit
20	- Bear Exhibit
21	- Owl Exhibit
22	- Caribou Exhibit
23	- Phantoms of the Empire State
24	- Fire Tower
25	- Otter Exhibit
26	- Olmsted Pond Overlook
27	- Hay Barn

Maintenance Responsibility	
	City Building/Structure
	Conservancy Building/Structure
	Conservancy Exhibit

1	Information for Conservancy Buildings 26 & 27 was provided.	2/5/15	JAC
Revision:	Description of Revision:	Date:	By:

Project: Thompson Park Zoo Agreement of Lease Between City of Watertown & Thompson Park Conservancy

Title: Schedule A Map of the Zoo

 CITY OF WATERTOWN, NEW YORK
 GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793



Project: Thompson Park Zoo Lease Agreement	
Requested By: E. Gardner	
Drawn By: J. Carlsson	Approved By:
Date: 2/5/2015	Date:
Scale: As Noted	Map Number: 15-01
Title: Schedule A - Map of the Zoo	

Res No. 6

June 10, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc.

The City Council appropriated \$50,000 in the Fiscal Year 2020-21 Budget for Thompson Park Conservancy, Inc. to assist with the operation of the Zoo at Thompson Park.

In order to transfer the funds to the Conservancy, an Agreement for Public Benefit Services has been prepared. A copy of the agreement is attached for review.

A Resolution approving the Agreement for Public Benefit Services between the City of Watertown and the Thompson Park Conservancy, Inc. has also been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services
Between the City of Watertown and the
Thompson Park Conservancy, Inc.

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C.P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the Lessor, City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Lessor has entered into an Agreement with the Tenant, Thompson Park Conservancy, Inc., to lease certain premises located at the Park for the operation of the "Thompson Park Zoo" by Lease dated December 1997, and

WHEREAS since that time, the City of Watertown has provided both financial and in-kind services in support of the Thompson Park Conservancy, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to assist with operations as detailed in the attached Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc., a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute this Agreement on behalf of the City of Watertown.

Seconded by

AGREEMENT FOR PUBLIC BENEFIT SERVICES

BETWEEN

THE CITY OF WATERTOWN, NEW YORK

and

THOMPSON PARK CONSERVANCY, INC.

This Agreement made this ____ day of June, 2020, by and between the City of Watertown, New York (the “City”) and Thompson Park Conservancy, Inc. (“the Conservancy”).

PREAMBLE

WHEREAS the City owns a public park known as Thompson Park located in the City of Watertown; and

WHEREAS the Conservancy currently leases certain premises located in Thompson Park for its operation of the “Thompson Park Zoo,” also known as the “New York State Zoo at Thompson Park,” pursuant to a lease agreement between the parties effective July 1, 2019; and

WHEREAS the City provides both financial and in-kind services in support of the Conservancy’s operations including, but not limited to, leasehold concessions which benefit City-owned buildings within the leased premises and maintenance of those buildings as being City property; and maintenance of grounds which the City would otherwise maintain but for the Conservancy’s Lease; and

WHEREAS the Conservancy has evidenced a long-standing commitment to the promotion of education, amusement, and recreation of the citizens of the City and has many programs dedicated to the overall public good; and

WHEREAS the work of the Conservancy serves the public and/or municipal purposes set forth at Section 21 of the New York General City Law, and, thereby, promotes the general welfare of the citizens of the City; and

WHEREAS the City desires to enter into an agreement with the Conservancy to provide those services which fall within the ambit of General City Law Section 21 in furtherance of the City’s “public or municipal purposes;”

NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements contained herein, hereby mutually agree as follows:

AGREEMENT

Article I DESCRIPTION OF SERVICES. The Conservancy will continue to provide services which advance the public or municipal purposes of promoting education, amusement and recreation for the citizens of the City. Those services include the maintenance of equipment which promotes the health of the animals in the zoo; the recruiting of volunteers for guiding tours and public education; the maintenance of specific exhibits which enlighten the public and promote the public's amusement and recreation, all of which are deserving of public support to the end of assisting the City in meeting its responsibilities and authority under Section 21 of the General City Law.

Article II ELIGIBLE ACTIVITIES. Eligible activities of the Conservancy which shall be considered reimbursable by the City as promoting a public purpose involve the following:

- a. Salaries for public education;
- b. Recruiting and training of volunteers;
- c. Operating expenses of zookeepers' space and equipment;
- d. Educational support for animal handlers and safety training for zoo staff;
- e. Maintenance of particular animal holding areas such that the animals will be contained in a safe and comfortable environment; and
- f. The provision of electrical power and water to various exhibits and holding areas of the zoo.

Article III INELIGIBLE ACTIVITIES. Activities of the Thompson Park Conservancy which shall be ineligible for reimbursement include, but are not limited to, animal acquisition, animal feeding, salaries (except for public education), insurance, interest, purchases of equipment which is not directly related to the care of animals or the education of the public, or program activities solely directed toward or restricted to organizational membership.

Article IV TERM OF THIS AGREEMENT. The term of this Agreement shall be from July 1, 2020 through June 30, 2021.

Article V MANNER OF PAYMENT.

- a. The City agrees to provide Fifty Thousand Dollars (\$50,000.00) to the Thompson Park Conservancy for the term specified above.
- b. Payment shall be made by the City Comptroller. The annual payment will be made on or after July 1, 2020. Payment will only be made upon the City's receipt of a fully executed copy of this Agreement and a signed City Invoice Form.

Article VI PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated herein. Performance of the terms and conditions of this Agreement shall be subject to, and in conformance with, all applicable laws.

Article VII ANNUAL REPORT. The Conservancy will provide the City of Watertown with a copy of its annual financial report. If not included in the annual financial report, an additional report shall be submitted which details the services provided by the Conservancy pursuant to this Agreement, inclusive of a detail of expenditures made for eligible activities, to the citizens of Watertown.

Article VIII TERMINATION OF AGREEMENT. This Agreement may be terminated by either party, at any time, by the delivery to the other party of a written notice of termination of the Agreement, stating in good faith and for good and valid reasons why such party is unable to comply with and carry out the terms and substantive obligations of the Agreement in a meaningful manner. In the event of such termination, the City and the Conservancy shall perform such services and pay such monies as are necessary to carry out their respective obligations under the Agreement up to the date of termination of the Agreement. Any notice shall be delivered in person or by first class mail, return receipt requested, as the address of such party as hereinafter set out.

Article IX EXTENT OF AGREEMENT. This Agreement represents the entire Agreement between the City and the Conservancy. This Agreement may be amended only by written instrument signed by both parties and such amendment shall be attached to this Agreement.

Article X NOTICES. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date mailed, if sent by certified mail, return receipt requested or delivered in person to:

THE CITY:

City Manager
City of Watertown
245 Washington Street
Suite 302
Watertown, New York 13601

THOMPSON PARK CONSERVANCY, INC.:

Thompson Park Conservancy, Inc.
1 Thompson Park
Watertown, New York 13601

A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City of Watertown and Thompson Park Conservancy, Inc. have

caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

The City of Watertown

Thompson Park Conservancy, Inc.

By: Kenneth A. Mix, City Manager

By:

Res No. 7

June 8, 2020

To: The Honorable Mayor and City Council
From: Matthew D. Roy, HR Manager
Subject: Approving Pivot Employee Services Contract

Attached for City Council consideration is a resolution approving a Services Agreement between the City of Watertown and Pivot, 167 Polk Street, Watertown, New York. This Agreement will provide the City's approximately 350 employees and their family members with access to a program designed to help individuals deal with problems affecting their jobs and quality of life.

Pivot will provide DOT and FTA approved training for employees and supervisors and serve as the City's Substance Abuse Professional for FTA purposes.

An effective Pivot program is a crucial management tool and is available to assist City employees and their family members with a wide range of situations, such as substance abuse and addiction, job loss in the family, financial difficulties, home ownership, and stress in the home or workplace. When these or similar situations are occurring, they often end up impacting every aspect of an employee's life and will ultimately decrease productivity in the workplace and negatively affect the overall health and well-being of City employees.

The rate for services under the proposed Agreement is \$20.98 per employee for the 12 month agreement, which represents the same fee schedule as last year. Attached for Council consideration is a resolution approving this Agreement.

RESOLUTION

Page 1 of 1

Approving Pivot Employee Assistance Services Contract

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

YEA	NAY

Introduced by

Total

WHEREAS Employee Assistance Programs are designed to assist employees and their families with difficult issues related to finances, stress at home and in the workplace, substance abuse, and other issues related to the well-being of employees, and

WHEREAS an Employee Assistance Program is an effective and supportive management tool aimed at helping employees cope with life’s many challenges, and

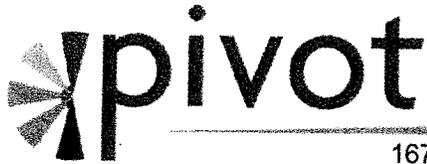
WHEREAS the City wishes to provide such a program for its employees and their families in compliance with NYS DOT and FTA requirements, and

WHEREAS the City of Watertown wishes to enter into a Service Agreement with Pivot, 167 Polk Street, Watertown, New York, for one year,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Pivot Employee Assistance Services Contract between the City of Watertown and Pivot (formerly Northern Employee Assistance Services), a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager is hereby authorized and directed to execute the Contract on behalf of the City.

Seconded by



A New Direction

167 Polk Street, Suite 320 • Watertown, NY 13601

Prevention & Health Services

Office: 315-788-4660

Fax: 315-788-4922

www.pivot2health.com

Employee Assistance Services

Watertown Office: 315-788-4790

Ogdensburg Office: 315-713-4861

Toll Free: 1-877-327-6327

www.pivot2eap.com

PIVOT EMPLOYEE ASSISTANCE SERVICES CONTRACT

Between Pivot (formerly Northern Employee Assistance Services) and **City of Watertown**, Watertown, New York. This agreement shall be in effect from **July 1, 2020 to June 30, 2021** or until cancelled by either party upon 60 days written notice to the other party.

Pivot (hereinafter referred to as the Provider) will provide the following services to **City of Watertown**, (hereinafter referred to as the Municipality):

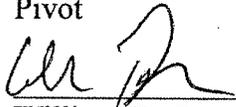
1. The Provider will consult with the Municipality and the advisory committee regarding continuing program development.
2. The Provider will assist the Municipality in the development, selection, and use of promotional materials as requested in order to keep all relevant persons appropriately informed about the EAP.
3. The Provider will offer free orientations as needed.
4. The Municipality will receive the following free trainings: Workplace Violence, Sexual Harassment, The Right to Know and DOT/FTA. All other trainings and seminars will be offered at a reduced rate of \$150 per hour and any related travel expenses will be paid by the Company.
5. The Provider will interview any person covered by the contract for the purpose of identifying problems, determining the appropriate service provider(s) to which the client can be referred, and arranging for such referrals. The Provider accepts responsibility for following the progress of these referrals.
6. The Provider will keep confidential records of all activities connected with the Municipality program, and will present statistical records on a regular basis.
7. The Provider will furnish technical assistance to the Municipality when appropriate with respect to the Pivot Employee Assistance Services.
8. The Provider will assist the Municipality with any program evaluation efforts for the purpose of ongoing program development and justification.



9. The Provider will provide Substance Abuse Professional Services in accordance with Department of Transportation regulations. The Provider will also provide Drug Free Awareness Program in compliance with FTA standards.

The cost of said Pivot Employee Assistance Services for the specified period, based on **348 employees at \$20.98 per capita is \$7,300**, payable in full or _____ parts. If the number of employees is incorrect, please make any necessary adjustments and initial the changes.

Pivot



Date 5/22/20

William W. Bowman, Executive Director

City of Watertown

Date _____

~~Richard Finn~~, City Manager

Kenneth A Mix



CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL DMorrow@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 782-9014

Dale Morrow
Purchasing Manager

Res No. 8

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Dale Morrow, Purchasing Manager
SUBJECT: RFQ 2020-02 – Energy Performance Contract
DATE: 06/5/20

The City's Purchasing Department advertised in the Watertown Daily Times on January 15, 2020, seeking proposals for the selection of an energy service company, as per City specifications. The selected company will assist the City of Watertown to become as energy efficient as possible through the installation of energy efficiency measures and shall provide project management services for the construction of other facility improvements at the City of Watertown facilities.

The Purchasing Department issued Invitations to (4) four service companies and the City received three (3) sealed submittals. The Purchasing Department opened and read the sealed proposals on March 17, 2020, at 2:00 pm local time.

The Purchasing Department reviewed the responses to ensure that they complied with the specifications.

An interview committee comprised of City employees Vicky Murphy, Water Superintendent; Mike Delaney, City Engineer; Jeffrey Hammond, Engineer; and Dale Morrow, Purchasing Manager; and a contracted individual, John Warneck, was formed. Interviews were held on all three energy service companies (Wendel Energy Services, LLC, Johnson Controls, and Siemens) on June 4, 2020. The staff recommends that City Council award the proposal for the Energy Performance Contract to Wendel Energy Services, LLC, Williamsville, NY. The energy efficiency audit is a zero cost obligation to the City and this audit will take a couple months to complete.

If there are any questions concerning this recommendation, please contact me at your convenience.

RESOLUTION

Page 1 of 1

Accepting Proposal for
Energy Performance Contract

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C.P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed proposals for Energy Performance Contract, and

WHEREAS proposals were sent to (4) four service companies, with (3) three proposals submitted to the Purchasing Department, and

WHEREAS on Tuesday, March 17, 2020, at 2:00 p.m., the proposals received were opened, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the proposals received with the City Engineering Department and the Water Superintendent, and it is their recommendation that the City Council accept the proposal submitted by Wendel Energy Services, LLC, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the proposal of Wendel Energy Services, LLC, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute this contract on behalf of the City of Watertown.

Seconded by



CITY OF WATERTOWN, NEW YORK
DEPARTMENT OF ENGINEERING
MEMORANDUM

Res No. 9

June 9, 2020

TO: The Honorable Mayor and City Council

FROM: Thomas Maurer, CE 2

SUBJECT: Authorizing Supplemental Aid Project Agreement – Supplemental #2, Contract No.D035666: Massey Street, Coffeen Street & Court Street Bridges, PIN 775362, ROW Acquisition

At the October 2, 2017 meeting, the City Council of the City of Watertown Authorized Standard Federal Aid Highway And Marchiselli Aid Project Agreement, Massey Street, Coffeen Street and Court Street Bridge Rehabilitation Project, PIN 775362; D035666, Preliminary Engineering Design Phase.

During the preliminary design phase of the ADA sidewalk ramps portion of the Project, it was determined that there is not enough existing R.O.W. on several street corners to construct the ramps to meet the ADA standards. This Resolution authorizes funds for the acquisition of Right-of-Way.

Attached for City Council consideration is a Resolution approving Supplement #2 of Right-of-Way Acquisition.

RESOLUTION

Page 1 of 2

Authorizing Supplemental Agreement
#2 Contract No. D035666 Massey Street,
Coffeen Street, & Court Street Bridges,
PIN 775362, Project Engineering,
Design, ROW Incidentals, ROW Acquisition

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS a project for the reconstruction of Massey Street, Coffeen Street & Court St. Bridge, PIN 775362, (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the cost of such program to be borne at the ratio of eligible costs at 80% federal funds and 20% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of the Design, Right-of-Way Incidentals and Right-of-Way Acquisition in the amount of \$529,000, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown authorizes the City Comptroller to pay in the first instance 100% of the federal and non-federal share of the costs of Design, Right-of-Way Incidentals and Right of Way Acquisition, and

BE IT FURTHER RESOLVED that the sum of \$529,000 is hereby appropriated from the existing Bond and made available to cover the local cost of participation in the above phase of the Project, and

BE IT FURTHER RESOLVED that the City Comptroller is hereby authorized to pay in the first instance 100% of the federal and non-federal share of the costs associated with the phase of the projects listed above in the amount of \$529,000 from the Bond, and

BE IT FURTHER RESOLVED that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of the City of Watertown shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager, and

RESOLUTION

Page 2 of 2

Authorizing Supplemental Agreement
#2 Contract No. D035666 Massey Street,
Coffeen Street, & Court Street Bridges,
PIN 775362, Project Engineering,
Design, ROW Incidentals, ROW Acquisition

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the City Manager of the City of Watertown, Kenneth A. Mix, is hereby authorized and directed to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid on behalf of the City of Watertown with the New York State Department of Transportation in connection with the advancement or approval of the project and providing for the administration of the project and the municipality’s first instance funding of project costs and permanent funding for the local share of federal aid eligible project costs and all project costs within appropriations that are not eligible, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the project, and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

Seconded by



MEMORANDUM

May 26, 2020

Mr. Kenneth Mix, City Manager
Watertown City Hall
245 Washington Street, Room 302
Watertown, NY 13601

RE: PIN 775362 – SUPPLEMENTAL AGREEMENT #2
CONTRACT #: D035666
PROJECT: Massey Street, Coffeen Street, & Court Street Bridges
PHASE: Final Design and ROW Acquisition
MUNICIPALITY: City of Watertown

Dear Mr. Mix:

Attached is Supplemental Agreement #2 which is required to add additional Preliminary Design, Final Design and ROW Acquisition Phase funding and to enable the City to receive additional Marchiselli funding for the Design and ROW phases.

Enclosed are two (2) complete copies of the Supplemental Agreement, titled: **Supplemental Agreement No. 2 to D035666**. Each text package contains the following:

- Schedule "A" (**Design and ROW Phases**)
- Retention Exhibit
- Sample Resolution

Also enclosed are seven (7) additional copies of the Signature Sheet (page 2).

To complete the Enclosed Agreement

The City completes the agreement by:

1. Sign and date all copies of the Signature Sheet (**page 2**) and have notarized the affirmation statement on the same page.
2. A Resolution authorizing 100% first instance payment of the Design and ROW Phase costs must be enacted by the City and contain the Municipal Seal. Either embossed or foil self-adhesive seals are acceptable. Signatures on all copies of both the Signature Page and the Resolution should be in original ball point pen (*Blue Ink*).

Mr. Kenneth Mix, City Manager
Page 2
May 26, 2020

The Signature Sheet (page 2) requires the signature of the local official authorized to act on the City's behalf, and the signature of the City Attorney, each at the place indicated. The Acknowledgment Statement on Page 2 requires a Notary's signature and stamp affixed as indicated.

Return to my office:

1. One signed complete agreement.
2. Seven (7) signed signature sheets.
3. Eight (8) copies of the resolution.

Questions concerning this project should be addressed to Barbara R. Cadwell, Regional Local Program Liaison at 315-785-2499.

Sincerely,



For Scott A. Docteur, P.E.
Director, Regional Planning & Program Mgmt.

Copy with Attachment:

Mr. Michael Delaney, City Engineer, City of Watertown
Mr. James E. Mills, City Comptroller, City of Watertown
Kristopher H. Reff, Acting Program & Project Management Supervisor (Center File)
Barbara R. Cadwell, Regional Local Program Liaison

Sponsor: **City of Watertown**
PIN: **775362** BIN: **2220220**
Comptroller's Contract No. **D035666**
Supplemental Agreement No. **2**
Date Prepared: **5/26/2020** By: **BRC**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D035666 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

City of Watertown (the Sponsor)
Acting by and through the **the City Council**
with its office at **the Municipal Building, 245 Washington St., Watertown, NY 13601.**

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase **122** which covers eligible costs incurred on/after **4/14/2020**
 - adding phase **222** which covers eligible costs incurred on/after **5/21/2020**
 - increasing funding for a project phase(s)
 - adding a pin extensions
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (Added 18/19 SFY Marchiselli)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (insert text below):

Adding Retention Exhibit

Sponsor: City of Watertown
PIN: 775362 BIN: 2220220
Comptroller's Contract No. D035666
Supplemental Agreement No. 2
Date Prepared: 5/26/2020 By: BRC

Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Jefferson

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

SCHEDULE A

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 7753.62**

OSC Municipal Contract #: <u>D035666</u>	Contract Start Date: <u>9/7/2017</u> <small>(mm/dd/yyyy)</small>	Contract End Date: <u>6/20/2022</u> <small>(mm/dd/yyyy)</small> <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
--	---	---

Purpose: Original Standard Agreement Supplemental Schedule A No. 2

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): City of Watertown
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: HWY RESURF **County (If different from Municipality):** Jefferson

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):
Project Description: Massey Street, Coffeen Street, & Court Street Bridge (2220220)

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<small>Check box to indicate change from last Schedule A</small>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$37,500.00	\$6,000.00	\$759,000.00	\$802,500.00
<input checked="" type="checkbox"/>	Current SFY 18/19	\$22,500.00	\$0.00	\$0.00	\$22,500.00
Authorized Allocations to Date		\$60,000.00	\$6,000.00	\$759,000.00	\$825,000.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
7753.62.121	Current	NHPP (80%)	\$243,000.00	\$194,400.00	\$36,450.00	\$12,150.00	\$0.00
	Old	NHPP (80%)	\$106,000.00	\$80,000.00	\$15,000.00	\$5,000.00	\$0.00
7753.62.122	Current	Other (see footn (80%))	\$115,000.00	\$92,000.00	\$17,250.00	\$5,750.00	\$0.00
	Old		\$ 0.00	\$ 0.00	0.00	0.00	\$0.00
7753.62.221	Current	NHPP (80%)	\$156,000.00	\$124,800.00	\$6,000.00 *	\$25,200.00	\$0.00
	Old	NHPP (80%)	\$15,000.00	\$12,000.00	\$2,250.00	\$750.00	\$0.00
7753.62.222	Current	Other (see footn (80%))	\$15,000.00	\$12,000.00	\$0.00 *	\$3,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$529,000.00	\$423,200.00	\$59,700.00	\$46,100.00	\$ 0.00

NYS DOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:

Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$423,200.00	\$59,700.00	\$ 0.00	\$46,100.00	\$529,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: <u>Barbara R. Cadwell</u>
Phone No: <u>315-785-2499</u>

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- D035666; PIN 775362 Massey, Coffeen, and Court Street Bridge (2220220)
- Preliminary Design is funded with 80% Federally funded by National Highway Performance Program (NHPP) for NHS Sections and 80% Surface Transportation Block Grant Program (STBG) funds for Non-NHS Sections.
- This Supplemental #2 has been amended to include SFY 18/19 approved Marchiselli funds for the Design phase. This was forgotten in Supplemental #1.
- This Supplemental #2 adds Final Design and Row Acq. funds. These phases are funded with 80% Federally National Highway Performance Program (NHPP) funds for NHS Sections and 80% Surface Transportation Block Grant Program (STBG) funds for Non-NHS Sections.
- *Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.
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-
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-
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-

RETENTION EXHIBIT

Retention Exhibit

Extended Record Retention Requirements

To the extent that any part of the following exhibit, or any clause herein, contradicts a clause or term of a previously executed agreement between the parties, this exhibit shall govern.

Reimbursement Requests. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

Extended Records Retention Requirements.

To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including, but not limited to, invoices related to the Sponsor's project costs and documents evidencing the use and ownership of the property related to the Sponsor's project; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

RESOLUTIONS

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of _____% Federal funds and _____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.

Res No. 10

June 9, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Accepting Department of Justice (DOJ) Grant Funding for
COVID-19 Relief Package, Police Department

The Police Department has been awarded \$39,782 from the Coronavirus Emergency Supplemental Funding Program from the Department of Justice (DOJ), Office of Justice Programs.

This funding is to be used during the period January 20, 2020 to January 31, 2022. The City will use its funds for Personal Protective Equipment (PPE) in connection with the Coronavirus.

A Resolution is attached for City Council consideration authorizing the City Manager to sign the Grant acceptance on behalf of the City of Watertown.

RESOLUTION

Page 1 of 1

Accepting Department of Justice (DOJ)
Grant Application for COVID-19 Relief
Package, Police Department

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Police Department has been awarded \$39,782 from the Coronavirus Emergency Supplemental Funding Program from the Department of Justice (DO), Office of Justice Programs, and

WHEREAS the project period for this funding is January 20, 2020 to January 31, 2022, and

WHEREAS these funds will be used for Personal Protective Equipment (PPE) in the Police Department in connection with the Coronavirus,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the \$39,782 from the Coronavirus Emergency Supplemental Funding Program from the Department of Justice (DO), Office of Justice Programs, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute the Grant on behalf of the City of Watertown.

Seconded by



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Watertown 245 Washington Street, Suite 203 Watertown, NY 13601-3392	4. AWARD NUMBER: 2020-VD-BX-0677	
	5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
	6. AWARD DATE 05/18/2020	7. ACTION
2a. GRANTEE IRS/VENDOR NO. 156000420	8. SUPPLEMENT NUMBER 00	Initial
2b. GRANTEE DUNS NO. 071600076	9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE COVID-19 Relief Package	10. AMOUNT OF THIS AWARD	\$ 39,782
	11. TOTAL AWARD	\$ 39,782

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Kenneth Mix City Manager
--	--

17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE
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AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES	21. VVDUGT0648
FISCAL YEAR X	
FUND CODE B	
BUD. ACT. VD	
DIV. REG. 80	
SUB. POMS 00	
AMOUNT 39782	



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-0677

AWARD DATE 05/18/2020

SPECIAL CONDITIONS

I. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

X



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-VD-BX-0677

AWARD DATE 05/18/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

X



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-0677

AWARD DATE 05/18/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

X



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-0677

AWARD DATE 05/18/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

X



Department of Justice (DOJ)
Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-0677

AWARD DATE 05/18/2020

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.



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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-0677

AWARD DATE 05/18/2020

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

X



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

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Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees,



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.

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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information

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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bj.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program . The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

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42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

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June 9, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order No. 1 for the CDBG Sidewalk and Northside ADA Ramps Repair Project, Concrete Slipform Inc.

At the March 16, 2020 meeting, City Council approved a bid from Concrete Slipform Inc. in the amount of \$248,981.50 for the CDBG Sidewalk and Northside ADA Ramps Repair Project. The project consists of three sites including the 100 to 300 blocks of Rutland Street North, the 1000 and 1100 blocks of the north side of Huntington Street, and various ADA ramps on the northwest side of the City.

As Council members may recall, the bids for the project were under budget for the three components. The budget for the sidewalk replacement in the 100-300 blocks of Rutland Street North (Component #1) was \$240,000 and the bid price was \$135,512.50. The budget for the sidewalk replacement on the north side of the 1000-1100 blocks of Huntington Street (Component #2) was \$50,000 and the bid price was \$39,301. The budget for the north side ADA Ramp Replacement Project (Component #3) of the project was \$90,000 and the bid price was \$74,168.

At the June 1, 2020 meeting, the City Council informally agreed to a small change order that would allow for a few enhancements to the project. The proposed change order would consist of the replacement of approximately additional 1,924 square feet of sidewalk. Concrete Slipform Inc. has now submitted Change Order No. 1 in the amount of \$20,988.60 for work to include additional sidewalk blocks replacement on side streets, off of Rutland Street North, and on the front of Rutland Street properties previously not included in the project. This additional cost will be covered by Community Development Block Grant funds from Program Years 2018-2019 and 2019-2020.

A Resolution for Council consideration is attached.

RESOLUTION

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Approving Change Order No. 1 for the CDBG Sidewalk and Northside ADA Ramps Repair Project, Concrete Slipform Inc.

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C.P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS at the March 16, 2020 Meeting, City Council approved a bid from Concrete Slipform Inc. in the amount of \$248,981.50 for the CDBG Sidewalk and Northside ADA Ramps Repair Project, and

WHEREAS the City of Watertown is planning to improve pedestrian safety and accessibility on Rutland, Emerson, Burchard and Bronson Streets, and

WHEREAS the City of Watertown proposes utilizing Community Development Block Grant funds to replace and repair deteriorated concrete sidewalk at these locations, and

WHEREAS Concrete Slipform Inc. has now submitted Change Order No. 1 in the amount of \$20,988.60 to include additional sidewalk blocks replacement on side streets, off of Rutland Street North, and on the front of Rutland Street properties previously not included in the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1 from Concrete Slipform Inc. in the amount of \$20,988.60, a copy of which is attached and made part of this Resolution, bringing the total to \$269,970.10, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute Change Order No. 1 on behalf of the City of Watertown.

Seconded by

Change Order

No. 1

Date of Issuance: June 8, 2020 Effective Date: _____

Project: CDBG Sidewalk and ADA Ramp Project 2020	Owner: City of Watertown	Owner's Contract No.: (315) 785-7740
Contract: 2020 CDBG North Side ADA Ramps & Rutland St. N. Project		Date of Contract: 03/30/2020
Contractor: Concrete Slipform Form, Inc.		Engineer's Project No.: 2020-03

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additional sidewalk blocks replacement on side streets, off of Rutland St. N., and on the front of Rutland St. properties; previously not included in the project.

Attachments: (List documents supporting change):

List of properties and scope of work to be covered by this change order.

Change Order 1 estimate approved by CSI.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$ 248,981.50

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ _____

Contract Price prior to this Change Order:
\$248,981.50

[Increase] of this Change Order:
\$ 20,988.60

Contract Price incorporating this Change Order:
\$269,970.10

CHANGE IN CONTRACT TIMES:

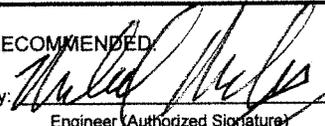
Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED: By: <u></u> Engineer (Authorized Signature) Date: <u>6/9/20</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

CDBG N. Rutland St. Change Order No. 1 Scope of Work

335 N. Rutland: Along the front of the property.

800 Burchard St.: Along the front of the property. Replace approximately 160' of 4' wide sidewalk blocks.

323 N. Rutland St.: Along the Burchard side of the property. Replace approximately 80' of 4' wide sidewalk blocks.

244 N. Rutland St.: Along the Bronson side of the property. Replace approximately 45' of 4' wide sidewalk blocks. Would have to shift sidewalk slightly toward the road to avoid a tree.

253 N. Rutland St.: Along the Bronson side of the property. Replace approximately 18' of 4' wide sidewalk blocks.

231 N. Rutland St.: Along the White's Lumber property. **Patch or grout** a 55' crack in sidewalk blocks.

139 N. Rutland St.: Along the Emerson St. side of the property. Replace approximately 12' of 4' wide sidewalk blocks.

108 N. Rutland St.: Along the front of the property. Replace approximately 50' of 4' wide sidewalk blocks.

839 State St.: Along the Rutland St. N. Side of the property. Replace approximately 40' of 4' wide sidewalk blocks.

CDBG N. Rutland St. Change Order No. 1 Estimate

Property Address	Sidewalk		Driveway		Entrance Walk		=	SW	EW	DW	=	SqFt
	Length	Width	Length	Width	Length	Width		Square Foot	Square Foot	Square Foot		
335 N. Rutland St.	36	4	12	4	8	4	=	144 +	32 +	48 =		224 SqFt
800 Burchard St.	175	4		4		4	=	700 +	0 +	0 =		700 SqFt
323 N. Rutland St.	68	4	12	4	2	4	=	272 +	8 +	48 =		328 SqFt
244 N. Rutland St.	48	4		4		4	=	192 +	0 +	0 =		192 SqFt
253 N. Rutland St.	20	4		4		4	=	80 +	0 +	0 =		80 SqFt
139 N. Rutland St.	12	4		4		4	=	48 +	0 +	0 =		48 SqFt
108 N. Rutland St.	36	4	12	4		4	=	144 +	0 +	48 =		192 SqFt
839 State St.	40	4		4		4	=	160 +	0 +	0 =		160 SqFt
								<u>1740</u>	<u>40</u>	<u>144</u>		<u>1924 SqFt</u>
								1780 SqFt @		\$ 9.50 =	\$	16,910.00
								144 SqFt @		\$ 10.50 =	\$	1,512.00
231 N. Rutland St. (White's) Seal Crack	60 / 38 =		2 Units @	\$ 10.80 Each =	\$ 21.60	+ \$50.00 labor					= \$	71.60
Top Soil & Seeding	408 LF x 1 foot wide x 2 sides =		816 SqFt =	91 SY @	\$ 20.00 per Sy						= \$	1,820.00
Asphalt Pavement Repair	36 LF x 1.5 foot wide x 2 sides x 4" thk =		36 CF =	3 Tons @	\$ 225.00 Per Ton						= \$	675.00
										Total	=	\$ 20,988.60

Approved By: *Barbara Olsen - President*
Concrete to Stop Inc
June 8, 2020

MSD
6/8/20

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

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2. Make sure that you have the correct version for your word processing software.

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2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
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4. Also note the instruction in the License Agreement about the EJCDC copyright.

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Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

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EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

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EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense,

assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

Res No. 12

June 9, 2020

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving the Site Plan for the Construction of a 47-Space Parking Lot and a Reconfiguration of the Existing Parking lot at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 419 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Respective Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, and 8-18-303.000

Howard Ganter of The ARC of Jefferson-St. Lawrence has submitted a request for the above subject Site Plan Approval. The site plan application, the Staff Reports prepared for the Planning Board, and excerpts from their minutes are attached for City Council review.

The City Planning Board reviewed the request at its meetings held on May 5, 2020 and June 2, 2020, and voted to recommend that the City Council approve the site plan with the conditions listed in the resolution.

The Planning Board reviewed the project twice due to changes that the applicant sought to incorporate following the initial recommendation of approval. Specifically, the applicant wished to remove a previously proposed vehicular access drive from Glenn Ave and add three parking spaces using the space gained. The applicant also asked the Planning Board to remove a condition requiring speed bumps, having reduced the incentive for cut-through traffic by removing the additional entrance drive from the proposal.

The Jefferson County Planning Board reviewed the proposal at its meeting on May 26, 2020, pursuant to New York State General Municipal Law Section 239-m, and adopted a motion finding that the project was of local concern only.

The project is subject to review under the State Environmental Quality Review Act (SEQRA). The City Council previously adopted a resolution finding that the proposed project would not have a significant impact on the environment. In order to avoid segmenting the SEQRA review, the Council adopted this resolution prior to voting on a related Zone Change Ordinance at its June 1, 2020 meeting.

The resolution prepared for City Council consideration approves the site plan submitted to the City Planning Department on May 21, 2020 with the conditions listed in the resolution.

RESOLUTION

Page 1 of 2

Approving the Site Plan for the Construction of a 47-space Parking Lot and a Reconfiguration of the Existing Parking Lot at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, And 8-18-303.000

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS Howard Ganter of The ARC of Jefferson-St. Lawrence has submitted an application for Site Plan Approval for the construction of a 47-space parking lot, a reconfiguration of the existing parking lot, including reconfigured traffic patterns, and associated site improvements at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 419 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Respective Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, and 8-18-303.000, and

WHEREAS the Jefferson County Planning Board reviewed the proposal at its meeting on May 26, 2020, pursuant to New York State General Municipal Law Section 239-m, and adopted a motion finding that the project was of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on June 2, 2020 and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. The applicant must designate the internal western drive aisle that parallels Gaffney Drive for one-way traffic only and must label this designation on the final plan set.
2. The applicant must assemble all seven (7) subject parcels, as proposed, by way of a new metes and bounds description that is filed with the County Clerk.
3. The applicant must obtain the following permits, minimally, prior to demolition and construction: Building Permit, General City Permit, Sanitary Sewer Connection Permit, Water Supply Permit and a Certificate of Zoning Compliance.

RESOLUTION

Page 2 of 2

Approving the Site Plan for the Construction of a 47-space Parking Lot and a Reconfiguration of the Existing Parking Lot at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, And 8-18-303.000

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

And,

WHEREAS the City Council has previously determined by resolution dated June 1, 2020 that the proposed construction and site plan is an Unlisted Action and will not have a significant impact on the environment, and

NOW THEREFORE BE IT RESOLVED that it is an express condition of this Site Plan Approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan, which, in the opinion of the City Engineer, would require Amended Site Plan Approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is directed to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to Howard Ganter of The ARC of Jefferson-St. Lawrence for the construction of a 47-space parking lot, a reconfiguration of the existing parking lot, including reconfigured traffic patterns, and associated site improvements at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 419 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Respective Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, and 8-18-303.000, as depicted on the site plan submitted to the City Planning and Community Development Department on May 21, 2020, contingent upon the applicant meeting the conditions listed above.

Seconded by:



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members
FROM: Michael A. Lumbis, Planning and Community Development Director
SUBJECT: Site Plan Approval – 420 Gaffney Drive
DATE: April 30, 2020

Request: Site Plan Approval for the construction of a 44-space parking lot, a reconfiguration of the existing parking lot, including reconfigured traffic patterns, and associated site improvements at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 419 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Respective Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, and 8-18-303.000

Applicant: Howard Ganter of the ARC of Jefferson-Saint Lawrence

Proposed Use: Education and Community Service

Property Owners: The ARC of Jefferson-St. Lawrence and WGS Housing Arsenal Associates, LLC

Submitted:	
Property Survey: Yes	Preliminary Architectural Drawings: Yes
Site Plan: Yes	Preliminary Site Engineering Plans: Yes
Vehicle and Pedestrian Circulation Plan: Yes	Construction Time Schedule: Yes
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: Yes

SEQRA: Unlisted

Jefferson County 239-m Review: Yes

Zoning Information:	
District: Planned Development District #2	Maximum Lot Coverage: N/A
Setback Requirements: F: 50', S: 50', R: 50'	Buffer Zones Required: Yes

Project Overview: The applicant proposes to renovate the interior of the existing building at 420 Gaffney Drive and reconfigure the parking lot, implementing new internal traffic patterns. As part of this reconfiguration, the applicant proposes to pave new asphalt on the east side of the site, where the new 44-space parking lot will be located, and to install new curbs along a segment of Gaffney Drive that is

currently uncurbed. In the Site Plan Legend, the applicant indicates an aggregate 58,042 SF of proposed asphalt. However, not all of that represents new impervious surface, as it includes the reconfigured lots in addition to the proposed new lot. The applicant also proposes to construct an internal courtyard in front of the primary building where the current front entrance is located.

Vehicular and Pedestrian Circulation: Under the proposed reconfiguration, there would be two vehicular access points from Glenn Avenue and four from Gaffney Drive, although one is only 19.5 feet wide and appears as though it is intended to be an exit only. It also appears as though the applicant intends some of the internal drive aisles to be one-way, as some are as narrow as 15 feet in width, although direction of flow is unclear. While the applicant submitted a Vehicular and Pedestrian Circulation Plan drawing, it does not depict proposed one-way directional travel within the site.

The City's adopted Complete Streets policy, which directs that the surface transportation network should meet the needs of all users, states that "privately constructed streets, parking lots and connecting pathways shall also adhere to this policy."

There is a CitiBus bus shelter on the Gaffney Drive side of the property that is a stop on the system's C-2 route. This stop is in front of what is currently the front entrance to the building. However, with the proposed reconfiguration, this area would become a courtyard, enclosed by a decorative fence, while the two primary entrances appear to be on the north and south faces of the building, a much longer walk from this bus stop. The drawing does depict that the ADA accessible entrance on the west building face will remain however, with the concrete path connecting just to the south of the bus shelter.

As a final piece of the recent Gaffney Drive paving project, the City's Department of Public Works plans to paint shared-lane markings ("Sharrows") along the length of Gaffney Drive, indicating that bicycles may legally use the travel lane and alerts motorists to their potential presence. Gaffney Drive connects to separated bicycle facilities to both the north (Coffeen Street bike lanes) and to the south (Western Blvd sidepath). Given the site's proximity to these bicycle travel ways, the applicant may wish to install a bicycle parking rack on the premises. However, this need not be a condition of site plan approval.

The applicant also proposes to install new, five-foot wide sidewalks along the west side of Gaffney Drive, which will provide sidewalk along the entire frontage of the site.

The applicant identifies 203 aggregate parking spaces on the Vehicular and Pedestrian Circulation Plan. Staff hand counted the number of spaces to verify accuracy. The applicant also exceeds the required number of ADA accessible parking spaces as federal standards require seven (7) ADA spaces and the applicant proposes 11 ADA spaces.

Zone Changes and Assemblages: The "site," as depicted on the property survey, contains seven different parcels in three different Zoning Districts. The applicant is concurrently applying for a Zone Change and proposes to assemble all seven parcels once they are uniformly rezoned as PDD #2, based upon the approved site plan. To maintain uniform zoning, the applicant must follow through with the proposed assemblage, by way of a new metes and bounds description filed with the County Clerk. Additionally, once the site is one uniformly zoned PDD parcel, it will enable the site to meet the setback requirements that the Zoning Ordinance identifies in its commercial standards for Planned Development Districts, which require 50-foot setbacks in the front, side and rear yards. The above assemblage and Zone Change will bring the site into compliance.

Landscaping and Buffers: Once the above series of zone changes and assemblages is complete, the subject property will abut a Residence C District in two different places; on the east side of the property to

the south of Glenn Avenue where it bounds the Parkstead Watertown at City Center apartment complex, and at the north end where the neighboring parcel at 448 Gaffney Drive is zoned Residence C.

Section 310-59 of the Zoning Ordinance states that “In a Planned Development District, requirements shall be as required by the City Council.” However, this section also states that “Where any land use in nonresidential districts abuts any land in a residential district, a strip of land a minimum of five feet in width up to a maximum of 15 feet in width shall be maintained by the owner as a landscaped area in the front, side and rear yards which adjoin this other district.” The applicant proposes satisfactory buffers in both locations.

The Planning Board’s adopted Landscaping and Buffer Zone Guidelines recommend a 15-foot wide landscaped strip along all street Rights-of-Way to include trees and shrubs. In an effort to accommodate both tree planting and parking needs, the applicant proposes landscaped strips narrower than the recommended 15 feet along both Gaffney Drive and Glenn Avenue. It is commendable to see that the applicant plans to excavate the entire landscape strip, including bump outs, to a depth of 12 inches, and plans to increase that to a depth of 18 inches in areas where tree planting is proposed.

However, research conducted by the Environmental Protection Agency (EPA) in conjunction with the United State Department of Agriculture, details 600 cubic feet as a minimum preferred soil volume for small maturing tree species as and 1,000 - 1,500 cubic feet as a minimum preferred soil volume for large maturing trees. The EPA recommends creating a trench at a depth of 2.5-to-3 feet in locations proposed for multiple trees. To approach minimum preferred soil volumes suitable for long-term survivability, Staff recommends that the applicant excavates a continuous 2.5-to-3 foot deep trench that would include the length and width of the entire landscaped strip, including bump outs, and supply high quality topsoil throughout.

To ensure the long-term health of the trees to remain in the proposed courtyard along Gaffney Drive and other areas of the site, the applicant has added tree protection details to the plans for the contractor to install. All vehicles, building material, gravel, soil or debris should be kept outside of these barriers. Some of the existing trees within the Gaffney Street courtyard exhibit visible decay and deadwood throughout their canopy. The protection of trees to remain during and after construction should be paramount as to not cause unnecessary injury and increase future liability.

Utilities and Hydrology: The City’s Engineering Department has the following comments regarding stormwater and water main connections:

Stormwater:

- The Engineering Department suggests that the difference between inverts be a minimum of 0.08 feet or one inch.

Water main:

- If the applicant proposes to use onsite material for backfill, the material shall have stone not greater than six inches. Although there must still be a six-inch stone bedding below and one foot above.
- If pipe has less than five feet of coverage, the applicant must use pipe insulation.
- The applicant can use mechanical restraints for anchoring all bends, wyes, tees and gate valves without the use of concrete thrust blocks.

SEQR: Based on the size, type and classification of the proposed activity, the site plan alone would be a Type II Action under SEQR that ordinarily would not require any further environmental review. However, this proposal also includes a Zone Change request, which is an Unlisted Action. Since the proposed Zone Change is part of the “whole action” on the site, this site plan, as part of that whole action, becomes an Unlisted Action under SEQRA. The City Council, as Lead Agency, must consider the whole action when it completes Parts 2 and 3 of the Short EAF to avoid segmenting the review.

Miscellaneous: The applicant notes that The ARC of Jefferson County expects to close on the property at 419 Glenn Avenue on Friday, May 1, 2020. The expected closing date occurs after the time of this writing, but before the date of the Planning Board Meeting. This particular property is location of greatest disturbance; where the applicant proposes to pave over a gravel lot.

The applicant must show proof of ownership at the meeting. If for whatever reason, closing does not occur prior to the Planning Board meeting, then the applicant should be prepared to provide written permission from WGS Arsenal Housing Associates, LLC authorizing the applicant to apply for site plan approval on the property owner’s behalf.

Permits: The applicant must obtain the following permits, minimally, prior to demolition and construction: Building Permit, General City Permit (for work performed within the margin), Sanitary Sewer Connection Permit, Water Supply Permit and a Certificate of Zoning Compliance.

Summary:

1. The applicant must identify all proposed one-way drive aisles on the site plan.
2. The applicant must assemble all seven (7) subject parcels, as proposed, by way of a new metes and bounds description that is filed with the County Clerk.
3. The applicant should consider increasing the topsoil depth to 2 ½ feet in both landscaped strips, including bump outs, along Gaffney Drive and Glenn Avenue and supply high quality topsoil throughout to ensure the long-term survival of the proposed trees.
4. The applicant must address all issues identified in the “Utilities and Hydrology” section of Planning Staff’s April 30, 2020 memorandum to the Planning Board.
5. The applicant must submit proof of ownership of 419 Glenn Avenue or be prepared to provide written permission from WGS Arsenal Housing Associates, LLC authorizing the applicant to apply for Site Plan Approval on the property owner’s behalf.
6. The applicant must obtain the following permits, minimally, prior to demolition and construction: Building Permit, General City Permit, Sanitary Sewer Connection Permit, Water Supply Permit and a Certificate of Zoning Compliance

cc: City Council Members
Benjamin Arquitt, Civil Engineer I
Howard Ganter, The ARC of Jefferson-St. Lawrence, 420 Gaffney Dr, Watertown, NY 13601
Patrick Currier Jr., RA, C&S Companies, 200 Washington St, Suite 402B, Watertown, NY 13601
Robert M Seeley, RLA, Environmental Design & Research, 217 Montgomery St, Syracuse, NY 13202

May 5, 2020 Planning Board Minutes Excerpt

**SITE PLAN APPROVAL - THE ARC OF JEFFERSON-SAINT LAWRENCE
420 GAFFNEY DRIVE, VL-2 GAFFNEY DRIVE, 234-238 GLENN AVENUE, 419
GLENN AVENUE, 233 STANTON STREET, and M151 CARLTON AVENUE,
PARCEL NUMBERS 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000,
8-19-207.100, and 8-18-303.000**

The Planning Board then considered a request submitted by Howard Ganter of the ARC of Jefferson-Saint Lawrence for the construction of a 44-space parking lot, a reconfiguration of the existing parking lot, including reconfigured traffic patterns, and associated site improvements at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 419 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Respective Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, and 8-18-303.000.

Patrick Currier of C&S Companies and Robert Seeley of Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C both attended the virtual meeting to represent the request.

Mr. Seeley began by saying that he would give a quick overview of the project and take any questions. Mr. Seeley then gave a summary of the reconfigured vehicular circulation patterns at both the north and south ends of the site. He identified what would change and what would remain the same. He followed that with summaries of drainage and landscaping, then asked if there were questions.

Gaetano and Julie Williams, who own the adjacent property to the north at 433 Glenn Avenue, asked questions about stormwater runoff, snow storage, and traffic patterns, particularly the potential for motorists to use the internal drive aisle as a cut-through from Glenn Avenue to Gaffney Drive.

Mr. Seeley and Mr. Currier then both spoke in turn to respond to the Williams' concerns, with both of them addressing the different drainage, landscaping and circulation issues. Mr. Katzman specifically suggested speed bumps to discourage through traffic. Following additional discussion about the need for multiple vehicular access points and trash disposal, Mr. Seeley and Mr. Currier moved on to the summary items in Staff's memorandum.

Mr. Seeley said that they had no objections to any of the summary items, and went through them one-by-one and pledging to comply with each. Following this, Mr. Coburn asked if any Planning Board Members had questions. Mr. Johnson asked about lighting and following a brief discussion about operating, Mr. Arquitt said that the City Engineering Department was satisfied with the proposed lighting.

Mr. Lumbis then suggested that the Planning Board discuss and formalize any conditions that it wished to add. After discussing the issues that had arisen, the Planning Board Members agreed to add conditions requiring internal speed bumps, a fence along the northern property line and moving the northern drive aisle connecting to Glenn Avenue ten feet to the

south of its proposed location. Once the Planning Board had finished that, Mr. Coburn asked for a motion.

Ms. Capone then moved to recommend that City Council approve the request for Site Plan Approval submitted by Howard Ganter of the ARC of Jefferson-Saint Lawrence for the construction of a 44-space parking lot, a reconfiguration of the existing parking lot, including reconfigured traffic patterns, and associated site improvements at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 419 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Respective Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, and 8-18-303.000, as shown on the site plans submitted to the City on April 23, 2020, contingent upon the following:

1. The applicant must identify all proposed one-way drive aisles on the site plan.
2. The applicant must assemble all seven (7) subject parcels, as proposed, by way of a new metes and bounds description that is filed with the County Clerk.
3. The applicant should consider increasing the topsoil depth to 2 'A feet in both landscaped strips, including bump outs, along Gaffney Drive and Glenn Avenue and supply high quality topsoil throughout to ensure the long-term survival of the proposed trees.
4. The applicant must address all issues identified in the "Utilities and Hydrology" section of Planning Staff's April 30, 2020 memorandum to the Planning Board.
5. The applicant must submit proof of ownership of 419 Glenn Avenue or be prepared to provide written permission from WGS Arsenal Housing Associates, LLC authorizing the applicant to apply for Site Plan Approval on the property owner's behalf.
6. The applicant must obtain the following permits, minimally, prior to demolition and construction: Building Permit, General City Permit, Sanitary Sewer Connection Permit, Water Supply Permit and a Certificate of Zoning Compliance.
7. The applicant shall install an opaque fence along the entire length of the shared property line with 144 Glenn Avenue at the northern edge of the site, consistent with the Planning Board's adopted Landscaping and Buffer Zone Guidelines.
8. The applicant shall move the northern access drive from Glenn Avenue 10 feet south from the location proposed on the site plan submitted to the City Planning Department on April 23, 2020.
9. The applicant shall install speed bumps across the interior drive aisle that connects Glenn Avenue with Gaffney Drive through the northern section of the site to discourage through traffic.

Mr. Katzman seconded the motion and all voted in favor.



MEMORANDUM

CITY OF WATERTOWN, NEW YORK

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601

PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members

FROM: Michael A. Lumbis, Planning and Community Development Director

SUBJECT: Site Plan Approval – 420 Gaffney Drive

DATE: May 28, 2020

Request: Site Plan Approval for the construction of a 47-space parking lot, a reconfiguration of the existing parking lots, including reconfigured traffic patterns, and associated site improvements at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 419 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Respective Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, and 8-18-303.000

Applicant: Howard Ganter of the ARC of Jefferson-Saint Lawrence

Proposed Use: Education and Community Service

Property Owners: The ARC of Jefferson-St. Lawrence and WGS Housing Arsenal Associates, LLC

Submitted:	
Property Survey: Yes	Preliminary Architectural Drawings: Yes
Site Plan: Yes	Preliminary Site Engineering Plans: Yes
Vehicle and Pedestrian Circulation Plan: Yes	Construction Time Schedule: Yes
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: Yes

SEQRA: Unlisted

Jefferson County 239-m Review: Yes

Zoning Information:	
District: Planned Development District #2	Maximum Lot Coverage: N/A
Setback Requirements: F: 50', S: 50', R: 50'	Buffer Zones Required: Yes

Project Overview: The applicant proposes to renovate the interior of the existing building at 420 Gaffney Drive and reconfigure the parking lot, implementing new internal traffic patterns. The applicant previously sought Site Plan Approval for this project one month ago, and the Planning Board voted to recommend that City Council approve the site plan, contingent on nine summary items.

Since the last Planning Board meeting, the applicant's team has communicated to Staff that they no longer propose the northeastern vehicular access drive from Glenn Ave. As a result, the proposed number of parking spaces in the eastern parking lot, where the applicant proposed to pave new asphalt, increases from 44 to 47. Staff's conclusion is that this proposal represents a significant enough deviation from the original site plan to warrant a resubmission to the Planning Board.

Vehicular and Pedestrian Circulation: Under the proposed reconfiguration, designed to discourage cut-through traffic from Glenn Avenue to Gaffney Drive, there would only be one vehicular access point from Glenn Avenue. Eliminating the previously proposed northern access point removes the opportunity for a straight movement directly across to Gaffney Drive. While a cut through would still be possible under the new configuration, it is less direct and requires more inconvenient internal movements.

Finally, when reviewing this project last month, the Planning Board added a condition that applicant must install speed bumps in the northern drive aisle that crosses the site as a means of discouraging through traffic. The Planning Board must decide if this condition should remain in light of the resubmitted design.

One of the conditions of approval from the original site plan was that the applicant must identify all proposed one-way drive aisles on the Vehicular and Pedestrian Circulation Plan. The applicant has added directional arrows in both drive aisles that serve as passenger drop off points at the northern and southern building entrances.

The plan does not identify a proposed direction for traffic flow on the western drive aisle that parallels Gaffney Drive and includes six proposed parallel parking spaces. However, the applicant has communicated to Staff that their intent is to have two-way traffic on this segment. The applicant also proposes two-way traffic for the connection from this segment to and from the northernmost drive aisle, which appears to be narrower than 20 feet in width. The applicant should be prepared to discuss the rationale for this proposed traffic pattern and provide a reasonable degree of confidence to Staff and the Planning Board that it does not create significant potential for conflicts.

Zone Changes and Assemblages: The Planning Board also previously voted to recommend that City Council approve a series of rezonings to Planned Development District #2 with the intent of creating uniform zoning across The ARC's entire campus, which currently encompasses seven parcels in its footprint. The City Council has scheduled a public hearing for June 1, 2020, which is after the time of this writing, but before the Planning Board meeting. The City Council will be free to act on the zone change request on June 1 following the public hearing. The applicant must still assemble all seven parcels as a condition of Site Plan Approval.

Landscaping and Buffers: Both previous landscaping and buffer conditions, related to topsoil depth and fencing have been addressed on the plans.

SEQR: Based on the size, type and classification of the proposed activity, the site plan alone would be a Type II Action under SEQR that ordinarily would not require any further environmental review. However, this proposal also includes a Zone Change request, which is an Unlisted Action. Since the proposed Zone Change is part of the "whole action" on the site, this site plan, as part of that whole action, becomes an Unlisted Action under SEQRA. The City Council, as Lead Agency, must consider the whole action when it completes Parts 2 and 3 of the Short EAF to avoid segmenting the review.

The City Council will consider a resolution at its June 1, 2020 meeting, prior to voting on the zone change, that states that the proposed site plan and zone change will not have a significant impact on the

environment. Planning Staff has supplied the Council with this resubmitted version of the site plan for the Council to consider when voting on that resolution.

Miscellaneous: The applicant has submitted a letter of permission from an authorized representative of WGS Arsenal Housing Association, LLC, which owns the property at 419 Glenn Avenue and is in the process of selling it to The ARC, authorizing the applicant to apply for site plan approval and a zone change on the property owner's behalf.

Permits: The applicant must obtain the following permits, minimally, prior to demolition and construction: Building Permit, General City Permit (for work performed within the margin), Sanitary Sewer Connection Permit, Water Supply Permit and a Certificate of Zoning Compliance.

Summary:

1. The applicant must be prepared to discuss the rationale for proposed two-way traffic on the western drive aisle that parallels Gaffney Drive and on the connection between this segment and the northernmost drive aisle, given the narrow width of these features.
2. The applicant must assemble all seven (7) subject parcels, as proposed, by way of a new metes and bounds description that is filed with the County Clerk.
3. The applicant shall install speed bumps across the interior drive aisle that connects Glenn Avenue with Gaffney Drive through the northern section of the site to discourage through traffic.
4. The applicant must obtain the following permits, minimally, prior to demolition and construction: Building Permit, General City Permit, Sanitary Sewer Connection Permit, Water Supply Permit and a Certificate of Zoning Compliance.

cc: City Council Members
Benjamin Arquitt, Civil Engineer I
Howard Ganter, The ARC of Jefferson-St. Lawrence, 420 Gaffney Dr, Watertown, NY 13601
Patrick Currier Jr., RA, C&S Companies, 200 Washington St, Suite 402B, Watertown, NY 13601
Robert M Seeley, RLA, Environmental Design & Research, 217 Montgomery St, Syracuse, NY 13202

June 2, 2020 Planning Board Minutes Excerpt

**SITE PLAN APPROVAL - THE ARC OF JEFFERSON-SAINT LAWRENCE
420 GAFFNEY DRIVE, VL-2 GAFFNEY DRIVE, 234-238 GLENN AVENUE, 419
GLENN AVENUE, 233 STANTON STREET, and M151 CARLTON AVENUE,
PARCEL NUMBERS 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000,
8-19-207.100, and 8-18-303.000**

The Planning Board then considered a request submitted by Howard Ganter of the ARC of Jefferson-Saint Lawrence for the construction of a 47-space parking lot, a reconfiguration of the existing parking lot, including reconfigured traffic patterns, and associated site improvements at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 419 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Respective Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, and 8-18-303.000.

Patrick Currier of C&S Companies and Robert Seeley of Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C both attended the virtual meeting to represent the request.

Ms. Capone then noted that the applicant had previously appeared before the Planning Board to represent this project at the May 5, 2020 meeting, at which the Planning Board voted to recommend approval, contingent on nine summary items. She then explained that the applicant team subsequently communicated to Staff that they no longer proposed the northeastern vehicular access drive from Glenn Avenue and increased the proposed number of parking spaces to 47, and that these changes were significant enough for the project to return to the Planning Board.

Mr. Currier then discussed the concerns that arose at the previous Planning Board meeting regarding privacy and traffic flow and said that The ARC agreed that removing the access drive was the best way forward. He then said that without this access drive, there would no longer be a need for speed bumps, and they proposed removing those from the plans also.

Mr. Seeley then addressed privacy concerns and said that they added a wood fence to the plans along the northern property line, and echoed Mr. Currier's comments that the circuitous traffic pattern would discourage through traffic.

Ms. Capone then asked about one-way vs. two-way traffic on the proposed western internal drive aisle. Mr. Seeley replied that they would designate that drive aisle as one-way. He elaborated that they looked at ways to widen it to accommodate two-way traffic, but the distance from the building to the property line just did not give them enough space.

Ms. Capone then asked if the applicant wished for the Planning Board to remove the summary item regarding speed bumps. Mr. Seeley responded in the affirmative. Ms. Capone then asked if Staff or any other Planning Board members had comments. Mr. Lumbis replied that Staff was comfortable eliminating the speed bumps, but left that condition in the memo since the Planning Board had initiated the discussion that led to adding that summary item.

Mr. Urda then said that if the Planning Board wanted to formalize the condition regarding one-way traffic on the western internal drive aisle, that would need to be part of a motion, since the summary item in Staff's memorandum only stipulated that the applicant discuss the issue with the Planning Board. Ms. Capone acknowledged that and then listed the remaining summary items. Mr. Arquitt then asked the applicant to confirm the height of the proposed wood fence. After some brief discussion, Mr. Currier confirmed that it was six feet.

Ms. Capone then asked for a motion. Mr. Urda then said that before any motions, he wanted to note that Julie Williams, a neighboring property owner, was on the call, and asked if she wished to address the Planning Board. Mrs. Williams thanked the applicant and the Planning Board for listening to her and said that she and her husband were happy with the outcome. She then asked Mr. Currier and Mr. Seeley a few additional technical questions about the fence.

Following that discussion, Ms. Fields then moved to recommend that City Council approve the request for Site Plan Approval submitted by Howard Ganter of the ARC of Jefferson-Saint Lawrence for the construction of a 47-space parking lot, a reconfiguration of the existing parking lot, including reconfigured traffic patterns, and associated site improvements at 420 Gaffney Drive, VL-2 Gaffney Drive, 234-238 Glenn Avenue, 419 Glenn Avenue, 233 Stanton Street, and M151 Carlton Avenue, Respective Parcel Numbers 8-40-101.003, 8-40-101.005, 8-40-108.000, 8-19-206.100, 8-18-322.000, 8-19-207.100, and 8-18-303.000, as shown on the site plans submitted to the City on May 21, 2020, contingent upon the following:

1. The applicant must designate the internal western drive aisle that parallels Gaffney Drive for one-way traffic only and must label this designation on the final plan set.
2. The applicant must assemble all seven (7) subject parcels, as proposed, by way of a new metes and bounds description that is filed with the County Clerk.
3. The applicant must obtain the following permits, minimally, prior to demolition and construction: Building Permit, General City Permit, Sanitary Sewer Connection Permit, Water Supply Permit and a Certificate of Zoning Compliance.

Ms. Dermody seconded the motion and all voted in favor.



Department of Planning
175 Arsenal Street
Watertown, NY 13601

Michael J. Bourcy
Director of Planning

(315) 785-3144
(315) 785-5092 (Fax)

May 29, 2020

Geoffrey Urda
City of Watertown
245 Washington Street, Room 304
Watertown, NY13601

Re: ARC Jefferson St. Lawrence, Site Plan Review for parking lot alterations, JCDP
File # C - 5

Dear Mr. Urda,

On May 26, 2020, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

The Board adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

The Board noted that the proposed lighting should incorporate dark sky compliant fixtures, to limit potential glare impacts for pilots on approach to the Watertown International Airport.

Furthermore, the sidewalk along Gaffney Drive should be extended to both ends of the new parcel line, per section 310-57 of the City Zoning Ordinance, which emphasizes safety and harmony in design.

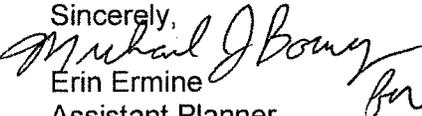
The applicant should ensure adequate buffer and landscaping as per City Zoning Ordinance Appendix A, between Planned Development District property and Residential C parcels.

The local board should consider traffic calming measures to discourage people from using the parking lot as traffic cut between Gaffney Drive and Glenn Avenue.

Please note that the advisory comments are not a condition of the County Planning Board's action. They are listed to assist the local board in its review of the project. The local board is free to make its final decision.

General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action.

Thank you.

Sincerely,

Erin Ermine
Assistant Planner



Environmental Design & Research,
Landscape Architecture, Engineering & Environmental Services, D.P.C.
217 Montgomery Street, Suite 1000, Syracuse, New York 13202
P. 315.471.0688 • F. 315.471.1061 • www.edrdpc.com

letter of transmittal

To: Mr. Michael Lumbis
Planning and Community Development Director
City of Watertown Planning & Community
Development Department
245 Washington Street, Room 304
Watertown, New York 13601

EDR Project No: 19192

From: Rob Seeley

Date: May 20, 2020

Reference: The Arc Jefferson-St. Lawrence

We are sending: Attached

Sent Via: UPS

Comments:

Mike,

We have revised the site plans for the ARC Jefferson-St Lawrence Project in response to the comment letter received dated April 30, 2020 and comments received during the Planning Board meeting held on May 5, 2020. In response to comments that were received from the neighbors that live to the north of the ARC property, a 6' height fence has been added along the north property line and the northern driveway off Glenn Ave has been eliminated.

This package includes 4 sets of full-size documents and 12 sets of reduced size documents, for your review, as well as a letter responding to the comments made in the memorandum dated April 30th. Also enclosed, please find a purchase agreement letter for the lot on Glenn Ave where the east parking lot is and an authorization letter from the current owner of the parcel granting permission for The ARC to apply for the Site Plan approval and zone change. I will email you a link where you can download digital files for these documents. All other documents that were originally submitted previously for the project have not changed and therefore have not been included again in this package. Should you decide that additional hard copies of any of these documents are needed, please let me know and I will get them sent out to you.

With this submission, we are requesting to be included on the Planning Board agenda for the meeting scheduled on June 2 at 3 pm. Feel free to contact me with any questions regarding this submittal.

Thanks,
Rob Seeley
315.842.6149



Environmental Design & Research,
Landscape Architecture, Engineering & Environmental Services, D.P.C.

217 Montgomery Street, Suite 1000, Syracuse, New York 13202
P. 315.471.0688 • F. 315.471.1061 • www.edrdpc.com

May 20, 2020

Mr. Michael Lumbis
Planning and Community Development Director
City of Watertown Planning & Community Development Department
245 Washington Street, Room 304
Watertown, New York 13601

**RE: The ARC of Jefferson-St. Lawrence
EDR Project No. 19192**

Dear Mike:

We have reviewed your memorandum of comments dated April 30, 2020 related to the materials submitted for the above referenced project and offer the following responses *in italics*:

1. The applicant must identify all proposed one-way drive aisles on the site plan.
The one-way drive aisles have been identified on the site plan.
2. The applicant must assemble all seven (7) subject parcels, as proposed, by way of a new metes and bounds description that is filed with the County Clerk.
The applicant will prepare a property survey to combine the seven parcels and file it with the County Clerk once the sale of the eastern parcel on Glenn Ave is finalized.
3. The applicant should consider increasing the topsoil depth to 2 ½ feet in both landscaped strips, including bump outs, along Gaffney Drive and Glenn Avenue and supply high quality topsoil throughout to ensure the long-term survival of the proposed trees.
This change has been made to the site plans.
4. The applicant must address all issues identified in the “Utilities and Hydrology” section of Planning Staff’s April 30, 2020 memorandum to the Planning Board.
These changes have been made to the site plans.
5. The applicant must submit proof of ownership of 419 Glenn Avenue or be prepared to provide written permission from WGS Arsenal Housing Associates, LLC authorizing the applicant to apply for Site Plan Approval on the property owner’s behalf.
A copy of the purchase agreement and an authorization letter from the current owner granting permission to proceed with Site Plan Approval and the Zone Change has been enclosed.

Mr. Michael Lumbis
May 20, 2020

6. The applicant must obtain the following permits, minimally, prior to demolition and construction: Building Permit, General City Permit, Sanitary Sewer Connection Permit, Water Supply Permit and a Certificate of Zoning Compliance.
The applicant will apply for these permits prior to commencement of demolition and construction activities.

Sincerely,



Robert M. Seeley, RLA
Senior Project Manager

WGS Arsenal Housing Associates, LLC
300 Jordan Road
Troy, NY 12180
518-687-7300

May 14, 2018

To Whom It May Concern;

Re: 419 Glenn Avenue
Watertown, New York

I, Michael J. Uccellini, as an authorized representative of WGS Arsenal Housing Association, LLC, the owner of 419 Glenn Avenue in the City of Watertown, NY, hereby give permission to Howard Ganter, of The ARC of Jefferson-St. Lawrence, to apply for a Site Plan Approval and a Zone Change on behalf of WGS Housing Arsenal Assoc LLC for the property identified above.

Should you require anything further please contact John Peterson.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Uccellini". The signature is written in a cursive style with a large initial "M".

Michael J. Uccellini

REAL ESTATE PURCHASE AND SALE AGREEMENT

AGREEMENT, by and between

Jefferson Hostels, Inc.
380 Gaffney Dr.
Watertown, New York 13601

("Purchaser")

And

WGS Arsenal Housing
Associates, LLC
300 Jordan Road
Troy, New York 12180

("Seller")

as follows:

A. **PURPOSE:** This Agreement is intended as a formal understanding and binding contractual commitment for Seller to sell, and Purchaser to buy, certain property. The terms and conditions of that transaction, and the obligations and promises of the parties in connection with it, are as stated in this document.

B. **PROPERTY:** The property to be sold by Seller and acquired by Purchaser (collectively, the "Property") consists of:

1. **Real Estate:**

(a) An approximately .54 acre parcel of land situate on Glen Avenue in the City of Watertown, Jefferson County, New York, and identified on the latest completed assessment roll for the City of Watertown as tax parcel #8-18322.000 as show on the map attached here as Exhibit "A".

C. **PURCHASE PRICE, PAYMENT AND SECURITY:**

1. **Purchase Price:** The purchase price to be paid by Purchaser for the property is the sum of Nine Thousand Five Hundred and No/100 Dollars (\$9,500.00), exclusive of the adjustments, if any, noted in paragraph "F" below.

2. **Payment:** Purchaser will pay Seller the total purchase price for the property as follows:

(a) An earnest money deposit of Five Hundred and No/100 Dollars (\$500.00) upon execution and delivery of this Agreement, to be held by Purchaser's attorney, Barclay Damon LLP, and applied against the

purchase price at closing. Buyer's attorney will transfer deposit to Seller's attorney upon receipt of written instructions from Seller's attorney.

(B) The additional sum of Nine Thousand No/100 Dollars (\$9,000.00), in certified funds or bank check, plus the adjustments noted in paragraph "F" below, at the time of closing.

D. PRE-CLOSING MATIERS:

1. **Risk of Loss:** Risk of loss or damage to the property by fire, flood or any other cause until delivery of the deed, is assumed by Seller. Pending the closing and except as provided herein, Seller shall maintain the Property in its present condition and undertake such repairs and replacements as are necessary to satisfy this responsibility. If, prior to closing, all or a portion of the Property is destroyed, appropriated, stolen, lost or irreparably damaged (a "loss") and Seller is not reasonably able to restore or replace the loss, Purchaser shall have the option to either:

(a) Demand and receive a reduction of the purchase price payable under this Agreement in the amount of the reasonable value of the loss; or

(b) Cancel this Agreement, where the loss materially impairs Purchaser's anticipated use, operation or enjoyment of the Property, unless Seller agrees to, and does restore or replace the loss within a period of time acceptable to Purchaser.

2. **Title:** At least twenty (20) days before closing, Seller shall procure and deliver to Purchaser adequate proof of its title to the Property, including:

(c) A current, forty (40) year title search of the Real Estate, certified by an abstract company;

(d) Current, ten (10) year town/county/village real estate tax search, certified by an abstract company or by a public official;

(e) Copies of receipted real estate tax bills, sewer and water rent bills, and other assessments imposed upon the property within the thirteen (13) months preceding closing.

In the event that Seller is unable to deliver to Purchaser good and marketable title to the property, Seller shall have the right to cancel this agreement and have no further obligation to Purchaser, except to return to Purchaser the earnest money deposit.

3. **Survey:** An instrument survey, if requested or required by Purchaser, shall be paid for by Purchaser.
4. **Release:** The transaction shall be contingent upon the approval of Seller's lender to release the Property as security.
5. **Subdivision:** The transaction shall be contingent upon Purchaser obtaining any subdivision approval that may be required at Purchaser's expense.
6. **Inspections:** Purchaser shall be permitted to inspect the Property within forty-eight (48) hours of closing to verify its status and condition.

E. **CLOSING:** The transfer of Property ownership to Purchaser shall occur on or about May 15, 2020, or at such earlier time as Purchaser and Seller may agree. At closing there shall be delivered:

1. **By Seller:**

- (a) A duly executed warranty deed with lien covenant, conveying good and marketable title to the property free from all liens and encumbrances, other than: private deed restrictions and utility easements whose scope and application do not conflict with the present development and use of the Real Estate.
- (b) Releases or satisfactions of all liens affecting the Property.
- (c) Such collateral documents as are customarily furnished by the Seller in such transactions.

2. **By Purchaser:**

- (d) The funds due Seller at closing for the purchase of the Property, in the form of cash or a certified or bank cashier's check.
- (e) Such collateral documents as are customarily furnished by the Purchaser in such transactions.

F. **ADJUSTMENTS:** The aggregate purchase price due at closing shall be adjusted for prepaid real estate taxes. Except in consequence of early occupancy, these adjustments shall be determined by reference to the closing date.

G. **CLOSING AND OTHER COSTS:**

1. **Seller:** Seller assumes, and agrees to pay, the following closing charges and other costs:
 - (a) Fees for its attorney services in connection with:

- (i) the fulfillment of Seller's pre-closing obligations, and
- (ii) the preparation and delivery of the deed and other collateral documents to be furnished by Seller's attorney.

(b) Real Estate transfer taxes due or imposed in consequence of the sale of the Property to Purchaser, together with filing fees for the transfer tax return.

(c) Fees imposed to file and/or record any and all satisfactions, releases or terminations necessary to eliminate and extinguish any lien affecting the Property.

2. **Purchaser:** Purchaser assumes, and agrees to pay, the following charges:

(d) Deed recordation and assessment roll transfer report filing fees.

(e) Fees for attorney services in connection with examination and certification of title to the Property, preparation and delivery of closing documents to be furnished by Purchaser, and closing and document recording arrangements.

H. **POSSESSION:** Purchaser shall be entitled to possession of the Property, upon delivery and acceptance of the deed, which shall be effected immediately after closing.

I. **BROKERAGE:** Seller represents and warrants to Purchaser that it has not taken any action which would give rise to a claim for broker commissions or finder fees in connection with the transaction contemplated by this Agreement. Seller hereby indemnifies and holds Purchaser harmless in respect of any claim for recovery of a broker's commission or finder's fee because of any action, arrangement, or agreement taken or made by Seller.

J. **MODIFICATION:** This Agreement cannot be changed or modified except by:

3. **Writing:** A written instrument signed by both Seller and Purchaser; or

4. **Alteration:** Penned insertions and deletions upon this Agreement which are initialed and dated by both Seller and Purchaser.

K. **ASSIGNMENT:** Except as otherwise provided in it, this Agreement may not be assigned by Purchaser or Seller without the prior consent of the other.

L. **EFFECT AND SCOPE:** This Agreement is binding upon, and ensures to the benefit of, Seller and Purchaser and the respective representatives, successors, heirs or assigns of each. This Agreement supersedes all prior discussions and negotiations and replaces all prior understandings, verbal and/or otherwise, relative to the subject transaction.

M. **NOTICES AND CONSENTS:** Any notices, consents or demands referred to in this Agreement shall, except where otherwise indicated, be in writing and delivered to the proper recipient either personally or by mail.

N. **CAPTIONS:** The captions employed herein are for the sake of convenience only and do not limit or qualify the content, scope or intent of the specific provisions of this Agreement which they introduce.

O. **GOVERNING LAW:** This Agreement shall be interpreted and construed in accordance with the laws of the State of New York.

P. **COUNTERPARTS:** This Agreement may be signed in one or more identical counterpart copies, each of which shall then constitute an original, and fully binding, instrument. Facsimile or electronic (PDF) copies shall also constitute originals.

IN WITNESS WHEREOF, THIS AGREEMENT has been executed as of the dates hereinafter set forth.

SELLER:

WGS Arsenal Housing Associates, LLC
By Arsenal Funding Corporation, Managing Member

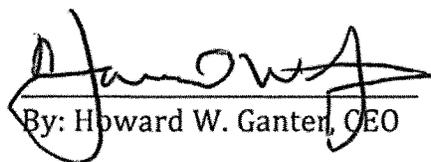
Date: 5/5/20

Name: Michael J. Uccellini
Title: President

PURCHASER:

Jefferson Hostels, Inc.

Date: 02/27/2020


By: Howard W. Ganter, CEO



Environmental Design & Research,
 Landscape Architecture, Engineering & Environmental Services, D.P.C.
 217 Montgomery Street, Suite 1000, Syracuse, New York 13202
 P. 315.471.0688 • F. 315.471.1061 • www.edrdpc.com

letter of transmittal

To: Mr. Michael Lumbis
 Planning and Community Development Director
 City of Watertown Planning & Community
 Development Department
 245 Washington Street, Room 304
 Watertown, New York 13601

EDR Project No: 19192

From: Rob Seeley

Date: May 20, 2020

Reference: The Arc Jefferson-St. Lawrence

We are sending: Attached

Sent Via: UPS

Comments:

Mike,

We have revised the site plans for the ARC Jefferson-St Lawrence Project in response to the comment letter received dated April 30, 2020 and comments received during the Planning Board meeting held on May 5, 2020. In response to comments that were received from the neighbors that live to the north of the ARC property, a 6' height fence has been added along the north property line and the northern driveway off Glenn Ave has been eliminated.

This package includes 4 sets of full-size documents and 12 sets of reduced size documents, for your review, as well as a letter responding to the comments made in the memorandum dated April 30th. Also enclosed, please find a purchase agreement letter for the lot on Glenn Ave where the east parking lot is and an authorization letter from the current owner of the parcel granting permission for The ARC to apply for the Site Plan approval and zone change. I will email you a link where you can download digital files for these documents. All other documents that were originally submitted previously for the project have not changed and therefore have not been included again in this package. Should you decide that additional hard copies of any of these documents are needed, please let me know and I will get them sent out to you.

With this submission, we are requesting to be included on the Planning Board agenda for the meeting scheduled on June 2 at 3 pm. Feel free to contact me with any questions regarding this submittal.

Thanks,
 Rob Seeley
 315.842.6149



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May 20, 2020

Mr. Michael Lumbis
Planning and Community Development Director
City of Watertown Planning & Community Development Department
245 Washington Street, Room 304
Watertown, New York 13601

**RE: The ARC of Jefferson-St. Lawrence
EDR Project No. 19192**

Dear Mike:

We have reviewed your memorandum of comments dated April 30, 2020 related to the materials submitted for the above referenced project and offer the following responses *in italics*:

1. The applicant must identify all proposed one-way drive aisles on the site plan.
The one-way drive aisles have been identified on the site plan.
2. The applicant must assemble all seven (7) subject parcels, as proposed, by way of a new metes and bounds description that is filed with the County Clerk.
The applicant will prepare a property survey to combine the seven parcels and file it with the County Clerk once the sale of the eastern parcel on Glenn Ave is finalized.
3. The applicant should consider increasing the topsoil depth to 2 ½ feet in both landscaped strips, including bump outs, along Gaffney Drive and Glenn Avenue and supply high quality topsoil throughout to ensure the long-term survival of the proposed trees.
This change has been made to the site plans.
4. The applicant must address all issues identified in the “Utilities and Hydrology” section of Planning Staff’s April 30, 2020 memorandum to the Planning Board.
These changes have been made to the site plans.
5. The applicant must submit proof of ownership of 419 Glenn Avenue or be prepared to provide written permission from WGS Arsenal Housing Associates, LLC authorizing the applicant to apply for Site Plan Approval on the property owner’s behalf.
A copy of the purchase agreement and an authorization letter from the current owner granting permission to proceed with Site Plan Approval and the Zone Change has been enclosed.

Mr. Michael Lumbis
May 20, 2020

6. The applicant must obtain the following permits, minimally, prior to demolition and construction: Building Permit, General City Permit, Sanitary Sewer Connection Permit, Water Supply Permit and a Certificate of Zoning Compliance.
The applicant will apply for these permits prior to commencement of demolition and construction activities.

Sincerely,



Robert M. Seeley, RLA
Senior Project Manager

WGS Arsenal Housing Associates, LLC
300 Jordan Road
Troy, NY 12180
518-687-7300

May 14, 2018

To Whom It May Concern;

Re: 419 Glenn Avenue
Watertown, New York

I, Michael J. Uccellini, as an authorized representative of WGS Arsenal Housing Association, LLC, the owner of 419 Glenn Avenue in the City of Watertown, NY, hereby give permission to Howard Ganter, of The ARC of Jefferson-St. Lawrence, to apply for a Site Plan Approval and a Zone Change on behalf of WGS Housing Arsenal Assoc LLC for the property identified above.

Should you require anything further please contact John Peterson.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Michael J. Uccellini".

Michael J. Uccellini

REAL ESTATE PURCHASE AND SALE AGREEMENT

AGREEMENT, by and between

Jefferson Hostels, Inc.
380 Gaffney Dr.
Watertown, New York 13601

("Purchaser")

And

WGS Arsenal Housing
Associates, LLC
300 Jordan Road
Troy, New York 12180

("Seller")

as follows:

A. **PURPOSE:** This Agreement is intended as a formal understanding and binding contractual commitment for Seller to sell, and Purchaser to buy, certain property. The terms and conditions of that transaction, and the obligations and promises of the parties in connection with it, are as stated in this document.

B. **PROPERTY:** The property to be sold by Seller and acquired by Purchaser (collectively, the "Property") consists of:

1. **Real Estate:**

(a) An approximately .54 acre parcel of land situate on Glen Avenue in the City of Watertown, Jefferson County, New York, and identified on the latest completed assessment roll for the City of Watertown as tax parcel #8-18322.000 as show on the map attached here as Exhibit "A".

C. **PURCHASE PRICE, PAYMENT AND SECURITY:**

1. **Purchase Price:** The purchase price to be paid by Purchaser for the property is the sum of Nine Thousand Five Hundred and No/100 Dollars (\$9,500.00), exclusive of the adjustments, if any, noted in paragraph "F" below.

2. **Payment:** Purchaser will pay Seller the total purchase price for the property as follows:

(a) An earnest money deposit of Five Hundred and No/100 Dollars (\$500.00) upon execution and delivery of this Agreement, to be held by Purchaser's attorney, Barclay Damon LLP, and applied against the

purchase price at closing. Buyer's attorney will transfer deposit to Seller's attorney upon receipt of written instructions from Seller's attorney.

(B) The additional sum of Nine Thousand No/100 Dollars (\$9,000.00), in certified funds or bank check, plus the adjustments noted in paragraph "F" below, at the time of closing.

D. PRE-CLOSING MATIERS:

1. Risk of Loss: Risk of loss or damage to the property by fire, flood or any other cause until delivery of the deed, is assumed by Seller. Pending the closing and except as provided herein, Seller shall maintain the Property in its present condition and undertake such repairs and replacements as are necessary to satisfy this responsibility. If, prior to closing, all or a portion of the Property is destroyed, appropriated, stolen, lost or irreparably damaged (a "loss") and Seller is not reasonably able to restore or replace the loss, Purchaser shall have the option to either:

(a) Demand and receive a reduction of the purchase price payable under this Agreement in the amount of the reasonable value of the loss; or

(b) Cancel this Agreement, where the loss materially impairs Purchaser's anticipated use, operation or enjoyment of the Property, unless Seller agrees to, and does restore or replace the loss within a period of time acceptable to Purchaser.

2. Title: At least twenty (20) days before closing, Seller shall procure and deliver to Purchaser adequate proof of its title to the Property, including:

(c) A current, forty (40) year title search of the Real Estate, certified by an abstract company;

(d) Current, ten (10) year town/county/village real estate tax search, certified by an abstract company or by a public official;

(e) Copies of receipted real estate tax bills, sewer and water rent bills, and other assessments imposed upon the property within the thirteen (13) months preceding closing.

In the event that Seller is unable to deliver to Purchaser good and marketable title to the property, Seller shall have the right to cancel this agreement and have no further obligation to Purchaser, except to return to Purchaser the earnest money deposit.

3. **Survey:** An instrument survey, if requested or required by Purchaser, shall be paid for by Purchaser.
4. **Release:** The transaction shall be contingent upon the approval of Seller's lender to release the Property as security.
5. **Subdivision:** The transaction shall be contingent upon Purchaser obtaining any subdivision approval that may be required at Purchaser's expense.
6. **Inspections:** Purchaser shall be permitted to inspect the Property within forty-eight (48) hours of closing to verify its status and condition.

E. **CLOSING:** The transfer of Property ownership to Purchaser shall occur on or about May 15, 2020, or at such earlier time as Purchaser and Seller may agree. At closing there shall be delivered:

1. **By Seller:**

- (a) A duly executed warranty deed with lien covenant, conveying good and marketable title to the property free from all liens and encumbrances, other than: private deed restrictions and utility easements whose scope and application do not conflict with the present development and use of the Real Estate.
- (b) Releases or satisfactions of all liens affecting the Property.
- (c) Such collateral documents as are customarily furnished by the Seller in such transactions.

2. **By Purchaser:**

- (d) The funds due Seller at closing for the purchase of the Property, in the form of cash or a certified or bank cashier's check.
- (e) Such collateral documents as are customarily furnished by the Purchaser in such transactions.

F. **ADJUSTMENTS:** The aggregate purchase price due at closing shall be adjusted for prepaid real estate taxes. Except in consequence of early occupancy, these adjustments shall be determined by reference to the closing date.

G. **CLOSING AND OTHER COSTS:**

1. **Seller:** Seller assumes, and agrees to pay, the following closing charges and other costs:
 - (a) Fees for its attorney services in connection with:

- (i) the fulfillment of Seller's pre-closing obligations, and
- (ii) the preparation and delivery of the deed and other collateral documents to be furnished by Seller's attorney.

(b) Real Estate transfer taxes due or imposed in consequence of the sale of the Property to Purchaser, together with filing fees for the transfer tax return.

(c) Fees imposed to file and/or record any and all satisfactions, releases or terminations necessary to eliminate and extinguish any lien affecting the Property.

2. **Purchaser:** Purchaser assumes, and agrees to pay, the following charges:

(d) Deed recordation and assessment roll transfer report filing fees.

(e) Fees for attorney services in connection with examination and certification of title to the Property, preparation and delivery of closing documents to be furnished by Purchaser, and closing and document recording arrangements.

H. **POSSESSION:** Purchaser shall be entitled to possession of the Property, upon delivery and acceptance of the deed, which shall be effected immediately after closing.

I. **BROKERAGE:** Seller represents and warrants to Purchaser that it has not taken any action which would give rise to a claim for broker commissions or finder fees in connection with the transaction contemplated by this Agreement. Seller hereby indemnifies and holds Purchaser harmless in respect of any claim for recovery of a broker's commission or finder's fee because of any action, arrangement, or agreement taken or made by Seller.

J. **MODIFICATION:** This Agreement cannot be changed or modified except by:

3. **Writing:** A written instrument signed by both Seller and Purchaser; or

4. **Alteration:** Penned insertions and deletions upon this Agreement which are initialed and dated by both Seller and Purchaser.

K. **ASSIGNMENT:** Except as otherwise provided in it, this Agreement may not be assigned by Purchaser or Seller without the prior consent of the other.

L. **EFFECT AND SCOPE:** This Agreement is binding upon, and ensures to the benefit of, Seller and Purchaser and the respective representatives, successors, heirs or assigns of each. This Agreement supersedes all prior discussions and negotiations and replaces all prior understandings, verbal and/or otherwise, relative to the subject transaction.

M. **NOTICES AND CONSENTS:** Any notices, consents or demands referred to in this Agreement shall, except where otherwise indicated, be in writing and delivered to the proper recipient either personally or by mail.

N. **CAPTIONS:** The captions employed herein are for the sake of convenience only and do not limit or qualify the content, scope or intent of the specific provisions of this Agreement which they introduce.

O. **GOVERNING LAW:** This Agreement shall be interpreted and construed in accordance with the laws of the State of New York.

P. **COUNTERPARTS:** This Agreement may be signed in one or more identical counterpart copies, each of which shall then constitute an original, and fully binding, instrument. Facsimile or electronic (PDF) copies shall also constitute originals.

IN WITNESS WHEREOF, THIS AGREEMENT has been executed as of the dates hereinafter set forth.

SELLER:

WGS Arsenal Housing Associates, LLC
By Arsenal Funding Corporation, Managing Member

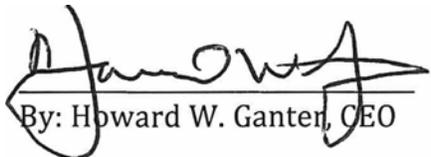
Date: 5/5/20

Name: Michael J. Uccellini
Title: President

PURCHASER:

Jefferson Hostels, Inc.

Date: 04/27/2020


By: Howard W. Ganter, CEO

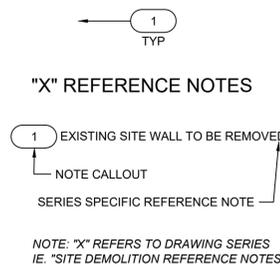
GENERAL NOTES

- REFER TO PROJECT SPECIFICATIONS FOR DETAILED INFORMATION AND COORDINATE WITH PROJECT DRAWINGS
- THE CONTRACTOR SHALL USE THE WRITTEN DIMENSIONS PROVIDED WITHIN THE CONTRACT DRAWINGS. SCALED DIMENSIONS SHALL NOT BE USED FOR CONSTRUCTION PURPOSES.
- THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE IMMEDIATELY IF CLARIFICATION OR INTERPRETATION OF THE CONTRACT DOCUMENTS, OR ANY OTHER ASPECTS OF THE PROJECT, IS REQUIRED.
- THE CONTRACTOR SHALL APPLY FOR ALL REQUIRED PERMITS AND PAY ALL FEES REQUIRED BY GOVERNING AGENCIES HAVING JURISDICTION OVER THE FACILITIES AND NATURAL FEATURES FOUND ON SITE.
- SITE ACCESS IS RESTRICTED TO THE LOCATIONS SPECIFICALLY DESIGNATED ON PLAN.
- THE CONTRACTOR SHALL ADHERE TO ALL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), STATE AND LOCAL SAFETY REGULATIONS.
- PROMPTLY REPORT TO THE OWNER'S REPRESENTATIVE ANY DISCREPANCIES FOUND ON THE SITE OR IN THE CONTRACT DOCUMENTS FOR REVIEW AND RESOLUTION BEFORE PROCEEDING WITH THE WORK IN THE AREA IN QUESTION. PROVIDE FIELD INFORMATION SPECIFIC TO THE DISCREPANCY TO EXPEDITE RESOLUTION.
- AVOID ANY DISTURBANCE OF EXISTING VEGETATION ON THE SITE EXCEPT THE VEGETATION SPECIFICALLY DESIGNATED TO BE REMOVED.
- TAKE ALL PRECAUTIONS NECESSARY TO PREVENT EROSION AND CONTROL SEDIMENTATION AS REQUIRED BY THE AGENCIES OF GOVERNMENT HAVING JURISDICTION.
- THIS PROJECT HAS OBTAINED COVERAGE UNDER THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM (SPDES) GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, PERMIT NO. GP-0-15-002 (GENERAL PERMIT). THE GENERAL PERMIT AUTHORIZES STORMWATER DISCHARGES TO SURFACE WATERS OF THE STATE FROM CONSTRUCTION RELATED ACTIVITIES. A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN PREPARED IN ACCORDANCE WITH THIS PERMIT, AND IS PART OF THE CONTRACT AND CONSTRUCTION REQUIREMENTS FOR THIS PROJECT. THE CONTRACTOR SHALL OBTAIN A COPY OF THE APPROVED SWPPP FOR THIS PROJECT, PRIOR TO DEVELOPING A BID PRICE FOR THE OWNER. THE SWPPP INCLUDES THE REQUIREMENTS FOR PRECONSTRUCTION ACTIVITIES, INSPECTIONS DURING CONSTRUCTION, AND POST CONSTRUCTION CERTIFICATIONS THAT MUST BE FOLLOWED BY THE CONTRACTOR AND THE OWNER TO STAY IN COMPLIANCE WITH THIS PERMIT. THESE REQUIREMENTS ARE DESCRIBED IN THE SWPPP, AND SHALL BE INCLUDED INTO THE CONTRACTOR'S BID PRICING FOR THIS PROJECT, AS WELL AS THE CONDITIONS OF WORK BY BOTH THE CONTRACTOR AND OWNER.
- THE BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION SHOWN ON THIS PLAN WAS PREPARED BY AUBERTINE AND CURRIER ARCHITECTS, ENGINEERS & LAND SURVEYORS, PLLC AND DATED JANUARY 14, 2020.
- SUBSURFACE SOIL INFORMATION WAS OBTAINED ON THIS SITE AND PREPARED BY ATLANTIC TESTING LABORATORIES AND DATED FEBRUARY 20, 2020. THE CONDITIONS DESCRIBED ARE NOT INTENDED AS REPRESENTATIONS OR WARRANTIES OF ACCURACY OR CONTINUITY BETWEEN TEST LOCATIONS.
- THE START OF ANY ON-SITE CONSTRUCTION INCLUDING STRIPPING TOPSOIL, REMOVING CUT OR PLACING FILL MATERIAL ESTABLISHES THAT THE CONTRACTOR ACCEPTS THE CONTRACT DOCUMENTS AS ACCURATELY REPRESENTING THE EXISTING SITE CONDITIONS.
- ALL FACILITIES TO BE CONSTRUCTED OR INSTALLED SHALL COMPLY WITH ALL SECTIONS AND LATEST REVISIONS OF THE REQUIREMENTS OF ALL AGENCIES OF GOVERNMENT HAVING JURISDICTION.
- EXISTING UTILITIES (LOCATIONS, SIZES AND INVERT ELEVATIONS) SHOWN ON THE PLANS HAVE BEEN PLOTTED FROM FIELD SURVEYS AND RECORDED MAPS AND SHALL BE INTERPRETED AS APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE EXISTING INFORMATION AT LOCATIONS IN CLOSE PROXIMITY TO UTILITIES UNDER CONSTRUCTION.
- LONG LEAD AND SCARCE MATERIALS SHALL BE ORDERED IN A TIMELY MANNER TO PREVENT AVOIDABLE CONSTRUCTION DELAYS.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE CAUSED BY CONSTRUCTION TO EXISTING UTILITIES AND FACILITIES WHICH ARE NOT INCLUDED AS PART OF THE INTENDED WORK. THE CONTRACTOR SHALL REPAIR, RESTORE AND/OR REPLACE ALL DAMAGE TO THE SATISFACTION OF OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL RESTORE ALL DISTURBED SURFACES TO ORIGINAL OR BETTER CONDITION INCLUDING 6 INCHES OF TOPSOIL, SEED, FERTILIZER, AND MULCH. OTHER SURFACES SHALL BE RESTORED AS SHOWN ON THE DETAILS.
- THE OWNER'S REPRESENTATIVE SHALL REVIEW THE LAYOUT OF ALL PAVEMENTS, UTILITIES, AND PLANTINGS IN THE FIELD BEFORE INSTALLATION. THE CONTRACTOR SHALL SCHEDULE ADVANCED NOTIFICATION TO THE OWNER'S REPRESENTATIVE TO FACILITATE TIMELY REVIEW.
- TOP DRESS, SEED AND MULCH ALL LAWN AREAS DISTURBED BY THE CONSTRUCTION AS SOON AS THE FINISHED GRADING OPERATION IS COMPLETED.
- ADJUST THE RIM ELEVATIONS OF EXISTING UTILITY STRUCTURES SCHEDULED TO REMAIN TO BE FLUSH WITH THE FINISHED GRADE ELEVATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR HANDLING, CUTTING AND DISPOSAL OF ALL ASBESTOS CEMENT (AC) PIPE TO BE REMOVED OR CUT IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
- MAINTAIN AN ADEQUATE SUPPLY OF EROSION AND SEDIMENT CONTROL MATERIALS AT THE CONSTRUCTION SITE AT ALL TIMES TO BE USED FOR URGENT SITUATIONS, SUCH AS UNEXPECTED HEAVY RAINFALL.
- MAINTENANCE AND REPAIR OF ALL EQUIPMENT AND VEHICLES INVOLVING OIL CHANGES, HYDRAULIC SYSTEM AND FUEL TANK DRAIN DOWN, DEGREASING OPERATIONS AND OTHER ACTIVITIES THAT MAY RESULT IN THE ACCIDENTAL RELEASE OF CONTAMINANTS MUST BE CONDUCTED OFF-SITE. ACCIDENTAL SPILLS MUST BE CLEANED UP IMMEDIATELY AND CONTAMINANTS DISPOSED OF PROPERLY.
- THE CONTRACTOR SHALL ULTIMATELY BE RESPONSIBLE FOR LOCATING SOIL AND EXCESS EXCAVATED EARTH STOCK PILES AT A STABLE LOCATION. STOCK PILES SHALL BE STABILIZED PER THE DETAIL.
- CONSTRUCTION ROUTES SHALL BE STABILIZED PER THE NYS STANDARDS FOR EROSION AND SEDIMENT CONTROL, AS NECESSARY BASED ON SITE CONDITIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PLACEMENT, DESIGN, APPROVAL, AND OPERATION OF THE CONCRETE WASHOUTS. THE CONCRETE WASHOUTS SHALL BE INSTALLED A MINIMUM OF 50' FROM STORM DRAINAGE OR SURFACE WATER. CONCRETE WASTE MATERIAL SHALL NOT BE ALLOWED TO ESCAPE FROM THE CONCRETE WASHOUT.
- SOLID WASTE SHALL BE STORED IN COVERED DUMPSTERS OR OTHER APPROPRIATE CONTAINERS. WASTE IS TO BE DISPOSED OF REGULARLY AND PROPERLY IN ACCORDANCE WITH LOCAL, STATE, AND/OR FEDERAL REGULATIONS.
- THE EROSION AND SEDIMENT CONTROLS ARE SHOWN FOR A CONDITION WHEN ALL WORK IS OCCURRING SIMULTANEOUSLY. ACTUAL INSTALLATIONS SHALL BE ADJUSTED BASED ON CURRENT CONSTRUCTION ACTIVITY AND SITE CONDITIONS.

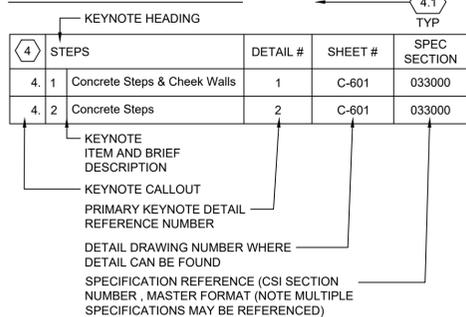
ABBREVIATIONS

AL	ALUMINUM	DMH	DROP MANHOLE	IN	INCH/INCHES	PC	POINT OF CURVATURE	TC	TOP OF CURB
ACT	ACTUAL	DWG	DRAWING	INL	INLET	PL	PROPERTY LINE	TOS	TOP OF SLOPE
APPR	APPROXIMATE/ APPROXIMATELY	E	EAST	INV	INVERT	PT	POINT OF TANGENT/ PERCOLATION TEST LOCATION	TS	TOP OF STAIR
BC	BOTTOM OF CURB	EA	EACH	IP	IRON PIPE	PVC	POLYVINYL CHLORIDE	TW	TOP OF WALL
BLDG	BUILDING	EJ	EXPANSION JOINT	JB	JUNCTION BOX	R	RADIUS	TYP	TYPICAL
BM	BENCHMARK	EL	ELEVATION	L	LENGTH/LONG	RCP	REINFORCED CONCRETE PIPE	T&G	TONGUE AND GROOVE
BOS	BOTTOM OF SLOPE	EQ	EQUAL	LA	LANDSCAPE ARCHITECT	REIN	REINFORCING	UD	UNDERDRAIN
BS	BOTTOM OF STAIR	ES	END SECTION	LAT	LATITUDE	REQD	REQUIRED	USGS	UNITED STATES GEOLOGICAL SURVEY
BW	BOTTOM OF WALL	EX	EXISTING	LF	LINEAR FEET	REV	REVISION	VAR	VARIES/VARIABLE
B&B	BALLED AND BURLAPPED	EXP	EXPANSION	LFT	LEFT	ROW	RIGHT OF WAY	VERT	VERTICAL
CAL	CALIPER	FFE	FINISHED FLOOR ELEVATION	LIN	LINEAR	RT	RIGHT	W	WEST
CB	CATCH BASIN	FG	FINISHED GRADE	LP	LOW POINT	SAN	SANITARY	WE	WATER ELEVATION
CF	CUBIC FEET	FIN	FINISH	M	METER	SECT	SECTION	WL	WALK LIGHT
CI	CAST IRON	FL	FLOOR	MAX	MAXIMUM	SF	SQUARE FOOT	WV	WATER VALVE
CIP	CAST IN PLACE	FTG	FOOTING	MH	MANHOLE	SG	SUB GRADE	WWM	WOVEN WIRE MESH
CIR	CIRCLE/CIRCULAR	FT	FOOT/FEET	MIN	MINIMUM	SH	SHEET	W	WITH
CJ	CONTROL JOINT	GA	GAUGE	MISC	MISCELLANEOUS	SI	STORM INLET	W/O	WITHOUT
CLF	CHAIN-LINK FENCE	GAL	GALLON	MON	MONUMENT	SL	STREET LIGHT	YD	YARD DRAIN
CLL	CONTRACT LIMIT LINE	GALV	GALVANIZED	N	NORTH	SP	SPECIFICATIONS/ SPECIFIED	±	CENTER LINE PLUS OR MINUS
CLR	CLEAR	GR	GENERAL CONTRACTOR	NIC	NOT IN CONTRACT	SS	SQUARE	Δ	CHANGE IN VALUE
CMP	CORRUGATED METAL PIPE	GV	GUARDRAIL	NOM	NOMINAL	STA	STATION	<	LESS THAN
CO	CLEANOUT	HOR	HORIZONTAL	NTS	NOT TO SCALE	STL	STEEL	>	GREATER THAN
COL	COLUMN	HP	HORIZONTAL HIGH POINT	NUM	NUMBER	SY	SQUARE YARD		
CONC	CONCRETE	HT	HEIGHT	OC	ON CENTER	T	TANGENT		
CONT	CONTAINER	HW	HEAD WALL	OCEW	ON CENTER EACH WAY	TB	TEST BORING		
CONTR	CONTRACTOR	HWY	HIGHWAY	OP	OUTSIDE DIAMETER				
CY	CUBIC YARDS	HYD	HYDRANT	PA	PLANTING AREA				
DET	DETAIL	ID	INSIDE DIAMETER						
DIM	DIMENSION								
DIA	DIAMETER								

REFERENCE NOTE LEGEND

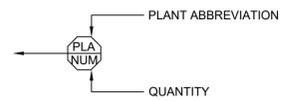


KEYNOTE LEGEND

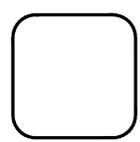


- THE FOLLOWING LIST OF KEYNOTE HEADINGS (PROPOSED IMPROVEMENT SYSTEMS) HAVE BEEN INCORPORATED WITHIN THIS DRAWING SET
- 1.0 EROSION AND SEDIMENT CONTROL
 - 2.0 PLANT PROTECTION
 - 3.0 PAVEMENTS, RAMPS, CURBS
 - 4.0 STEPS
 - 5.0 SITE WALLS
 - 6.0 SITE FURNISHINGS
 - 7.0 RAILINGS, BARRIERS AND FENCING
 - 8.0 SITE LIGHTING (NOT USED)
 - 9.0 SITE UTILITIES
 - 10.0 PLANTING AND LANDSCAPE
 - 11.0 MISCELLANEOUS ELEMENTS
- NOTE: IF A KEYNOTE HEADING IS NOT PART OF THIS PROJECT, A "NOT USED" NOTATION HAS BEEN PROVIDED AFTER THE HEADING.

PLANT IDENTIFICATION KEY



ENLARGEMENT/ALTERNATE AREAS



C&S Engineers, Inc.
 499 Col. Eileen Collins Blvd.
 Syracuse, New York 13212
 Phone: 315-455-2000
 Fax: 315-455-9667
 www.cscos.com



The Arc
 Jefferson - St. Lawrence
 New York

MARK	DATE	DESCRIPTION
3	5/19/20	ADDRESS CITY COMMENTS
2	4/30/20	BID DOCUMENTS
1	4/22/20	ADDRESS CITY COMMENTS

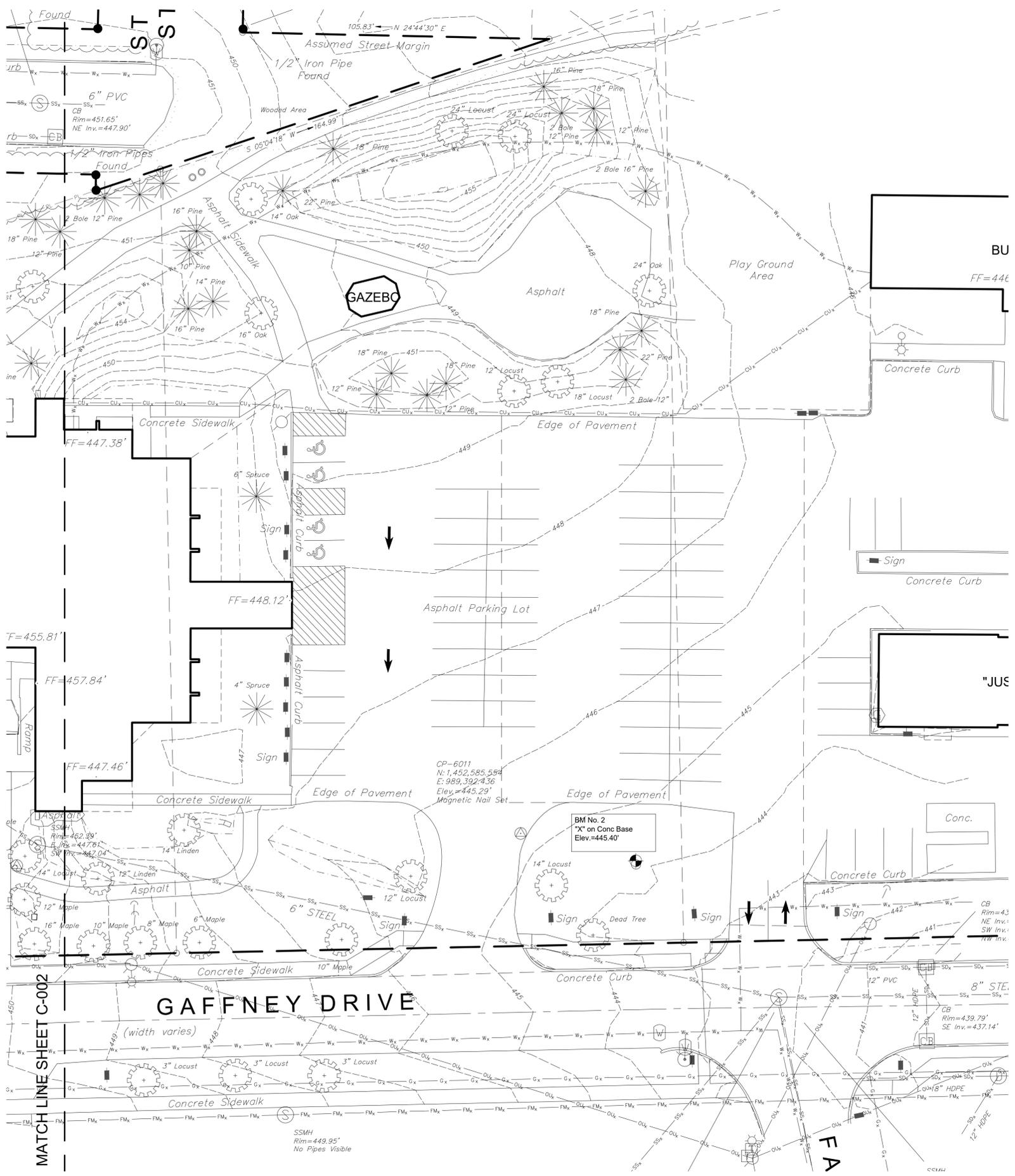
REVISIONS

PROJECT NO: W29.001.001
 DATE: 03/24/2020
 DRAWN BY: SFG
 DESIGNED BY: CR
 CHECKED BY: DRB

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

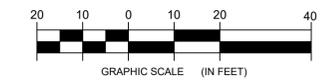
General Notes and Legends

C-001



GAFFNEY DRIVE
(width varies)

MATCH LINE SHEET C-002



C&S COMPANIES
C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

Environmental Design & Research
Landscape Architecture, Engineering & Environmental Services, D.P.C.
217 Montgomery Street, Suite 1000
Syracuse, New York 13202
P. 315.471.0688

The Arc
Jefferson - St. Lawrence
New York

MARK	DATE	DESCRIPTION
3	5/19/20	ADDRESS CITY COMMENTS
2	4/30/20	BID DOCUMENTS
1	4/22/20	ADDRESS CITY COMMENTS

REVISIONS	
PROJECT NO:	W29.001.001
DATE:	03/24/2020
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DESIGNED BY:	CR
CHECKED BY:	DRB

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

Existing Conditions Plan

C-003

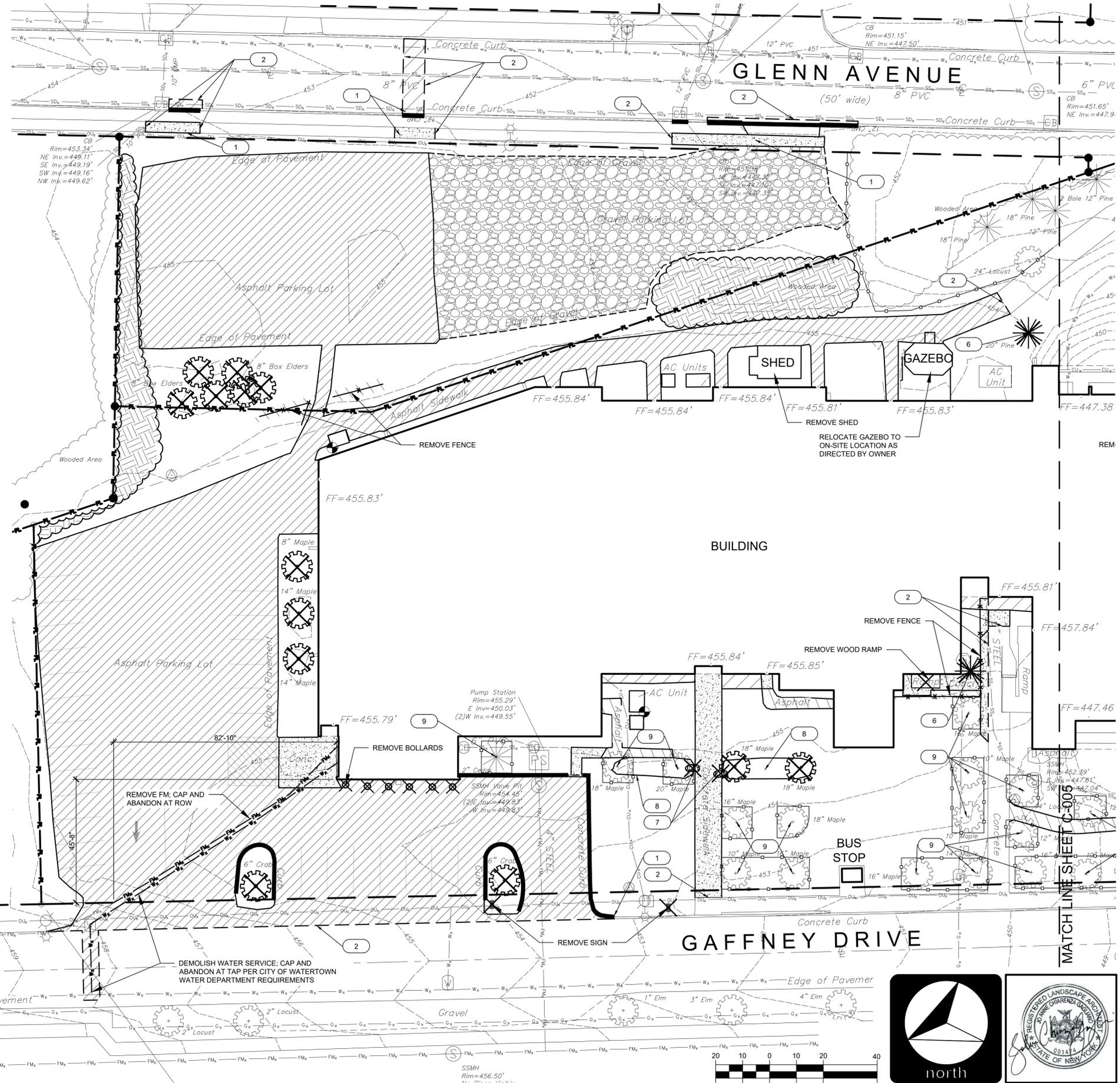
SITE DEMOLITION REFERENCE NOTES

- 1 COORDINATE CURB AND SIDEWALK REMOVAL LIMITS WITH THE SITE LAYOUT PLAN
- 2 SAWCUT EXISTING PAVEMENT IN NEAT, STRAIGHT LINE
- 3 REMOVE EXISTING PAVING AND AGGREGATE BASES
- 4 REMOVE EXISTING CONCRETE CURBING
- 5 REMOVE EXISTING SIGN AND SALVAGE FOR REINSTALLATION AT LOCATION PER OWNER'S REPRESENTATIVE. MATCH EX FOOTINGS.

C PLANT PROTECTION AND REMOVAL REFERENCE NOTES

- 6 REMOVE EXISTING TREE AND STUMP
- 7 REMOVE EXISTING LANDSCAPE FEATURE
- 8 REMOVE EXISTING MULCH BED
- 9 EXISTING TREE TO REMAIN. DO NOT DISTURB, PROTECT IN PLACE PER DETAIL 1/C-604

C-DEMO.DWG	
ITEM	SYMBOL
REMOVE EXISTING GRAVEL PAVEMENT	
REMOVE EXISTING CONCRETE PAVEMENT	
REMOVE EXISTING ASPHALT PAVEMENT - FULL DEPTH	
MILL TOP COURSE OF EXISTING ASPHALT PAVEMENT	
REMOVE EXISTING PLANT BED OR BRUSH	
REMOVE AND DISPOSE OF EXISTING CONCRETE CURB	
VEGETATION PROTECTION	
REMOVE EXISTING TREE SYMBOL	
REMOVE EXISTING SITE AMENITY SYMBOL	
REMOVE EXISTING FENCE	



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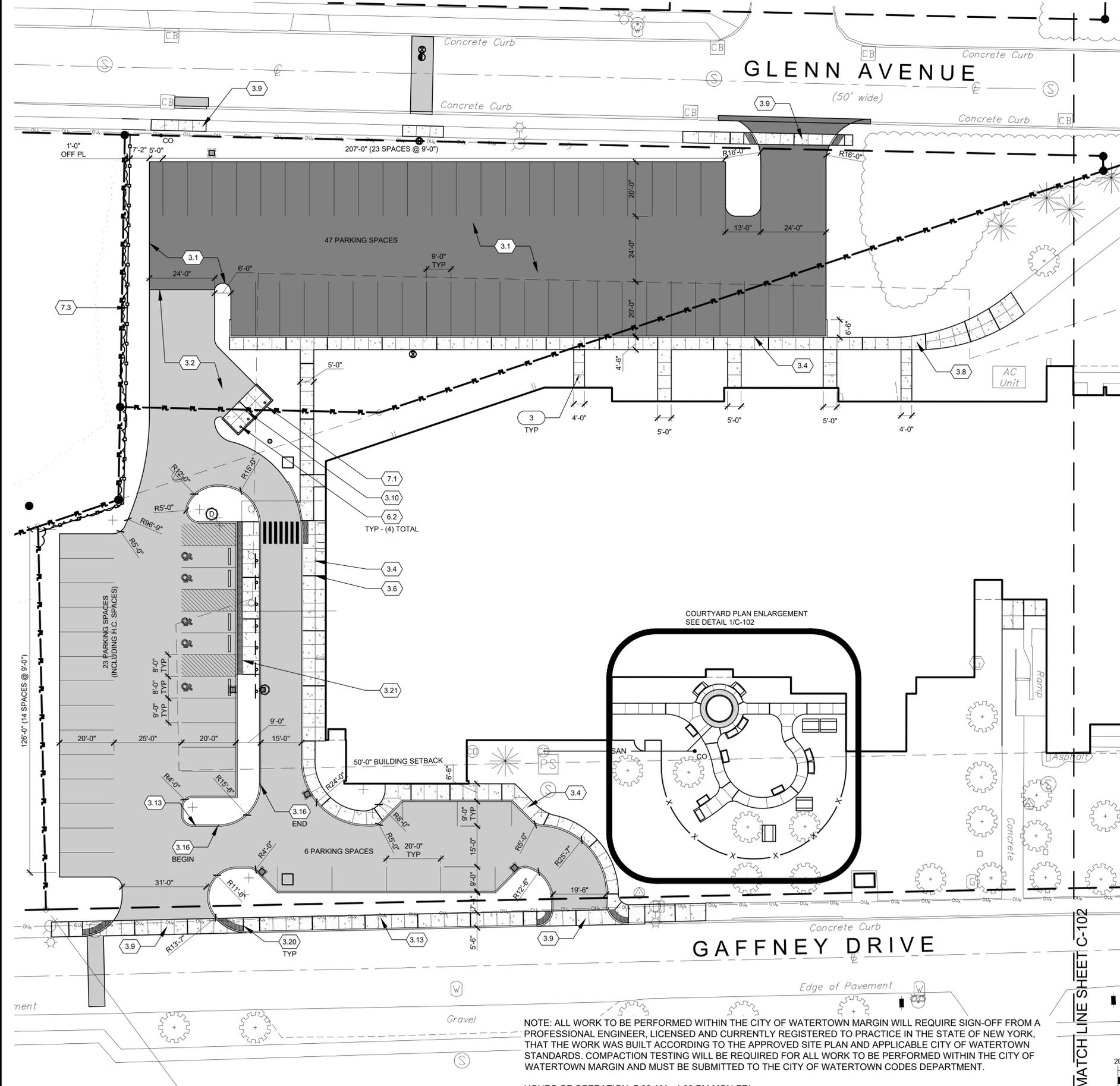
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3	5/19/20	ADDRESS CITY COMMENTS
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REVISIONS	
PROJECT NO:	W29.001.001
DATE:	03/24/2020
DRAWN BY:	SFG
DESIGNED BY:	CR
CHECKED BY:	DRB

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Demolition Plan

C-004



LEGEND

ITEM	SYMBOL
CONTRACT LIMIT LINE	--- CLL ---
CENTERLINE	---
FENCE - CHAIN LINK	---
FENCE - DECORATIVE	-X-X-
TRAFFIC SIGN	⊕
C-ROAD-CURB_N	---
SNOW STORAGE AREA	---
BUILDING SETBACK LINE - 50'	---
CONCRETE WHEEL STOP	⊓
DETECTABLE WARNING TILE	▬

LEGEND

ITEM	SYMBOL
ASPHALT PAVEMENT - HEAVY DUTY	▬
CONCRETE PAVEMENT	▬
MILL & PAVE TOP COURSE ASPHALT PAVEMENT	▬
ASPHALT PAVEMENT - LIGHT DUTY	▬
DONOR INSCRIBED PAVERS	▬

SITE MATERIALS DETAIL KEYNOTES

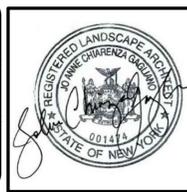
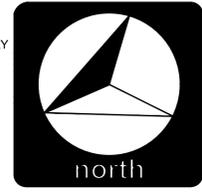
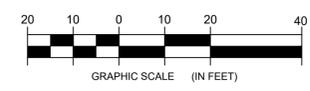
KEYNOTE	DESCRIPTION	DETAIL #	SHEET #	SPEC SECTION
3	PAVEMENTS, RAMPS, CURBS			
3.1	Asphalt Pavement - Light Duty	1	C-601	321216
3.2	Asphalt Pavement - Heavy Duty	2	C-601	321216
3.3	Asphalt Pavement Mill & Pave Top Course	4	C-601	321216
3.4	Concrete Walk & Integral Curb	15	C-601	321613
3.5	Concrete Pavement Finish	8	C-601	321313
3.6	Concrete Pavement Contraction Joint	7	C-601	321313
3.7	Concrete Pavement Isolation Joint	7	C-601	321313
3.8	Concrete Walk Pavement	6	C-601	321313
3.9	Concrete Pavement - Driveway Crossing	5	C-601	321313
3.10	Concrete Pavement Dumpster Pad	14	C-601	321313
3.13	Concrete Curb	9	C-601	321613
3.14	Concrete Curb - Transition	12	C-601	321613
3.16	Concrete Curb - Mountable	11	C-601	321613
3.17	Concrete Curb - Flush	10	C-601	321613
3.18	Concrete Wheel Stop	9	C-602	321613
3.19	Unit Paving - Light Duty	13	C-601	321400
3.20	Concrete ADA Ramp - Type 1	2	C-602	321613
3.21	Concrete ADA Ramp - Type 2	8	C-602	321613

KEYNOTE	DESCRIPTION	DETAIL #	SHEET #	SPEC SECTION
6	SITE FURNISHINGS			
6.1	Bench - Surface Mount	5	C-602	129300
6.2	Bollard - Steel Pipe	7	C-603	129300
6.3	Fountain	8	C-603	131213

KEYNOTE	DESCRIPTION	DETAIL #	SHEET #	SPEC SECTION
7	RAILING, BARRIERS AND FENCING			
7.1	Fence - Chain Link	6	C-602	323113
7.2	Fence - Decorative Metal	1	C-602	323119
7.3	Fence - Screen Fence	1	AD-4-5	NA

SITE MATERIALS REFERENCE NOTES

- 1 RELOCATE EXISTING PICNIC TABLE
- 2 MEET EXISTING CURB
- 3 CENTER WALK ON DOORWAY



NOTE: ALL WORK TO BE PERFORMED WITHIN THE CITY OF WATERTOWN MARGIN WILL REQUIRE SIGN-OFF FROM A PROFESSIONAL ENGINEER, LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK, THAT THE WORK WAS BUILT ACCORDING TO THE APPROVED SITE PLAN AND APPLICABLE CITY OF WATERTOWN STANDARDS. COMPACTION TESTING WILL BE REQUIRED FOR ALL WORK TO BE PERFORMED WITHIN THE CITY OF WATERTOWN MARGIN AND MUST BE SUBMITTED TO THE CITY OF WATERTOWN CODES DEPARTMENT.

HOURS OF OPERATION: 7:00 AM - 4:00 PM MON-FRI

MATCH LINE SHEET C-102

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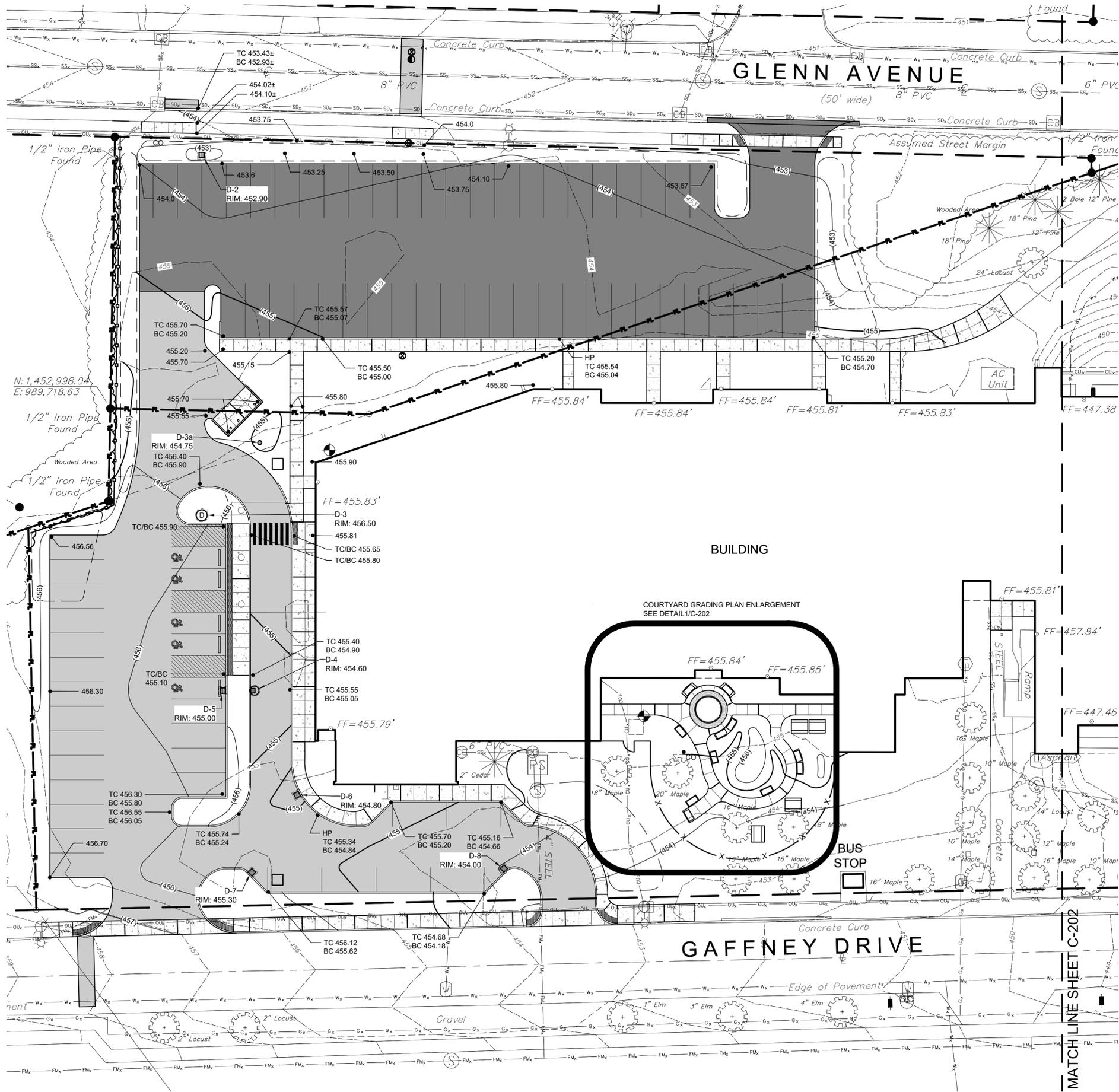
REVISIONS

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Site Materials & Layout Plan

C-101



**SITE GRADING AND DRAINAGE
REFERENCE NOTES**

1 TIE INTO EXISTING GRADE. MEET SMOOTHLY AND EVENLY. PROVIDE POSITIVE PITCH TO DRAINS AS REQUIRED

LEGEND	
ITEM	SYMBOL
CONTOUR - FINISHED	(497)
CONTOUR - FINISHED - INDEX	(490)
SWALE CENTERLINE	(123.45)
SPOT ELEVATION - FINISHED	(123.45)

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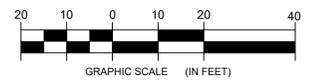
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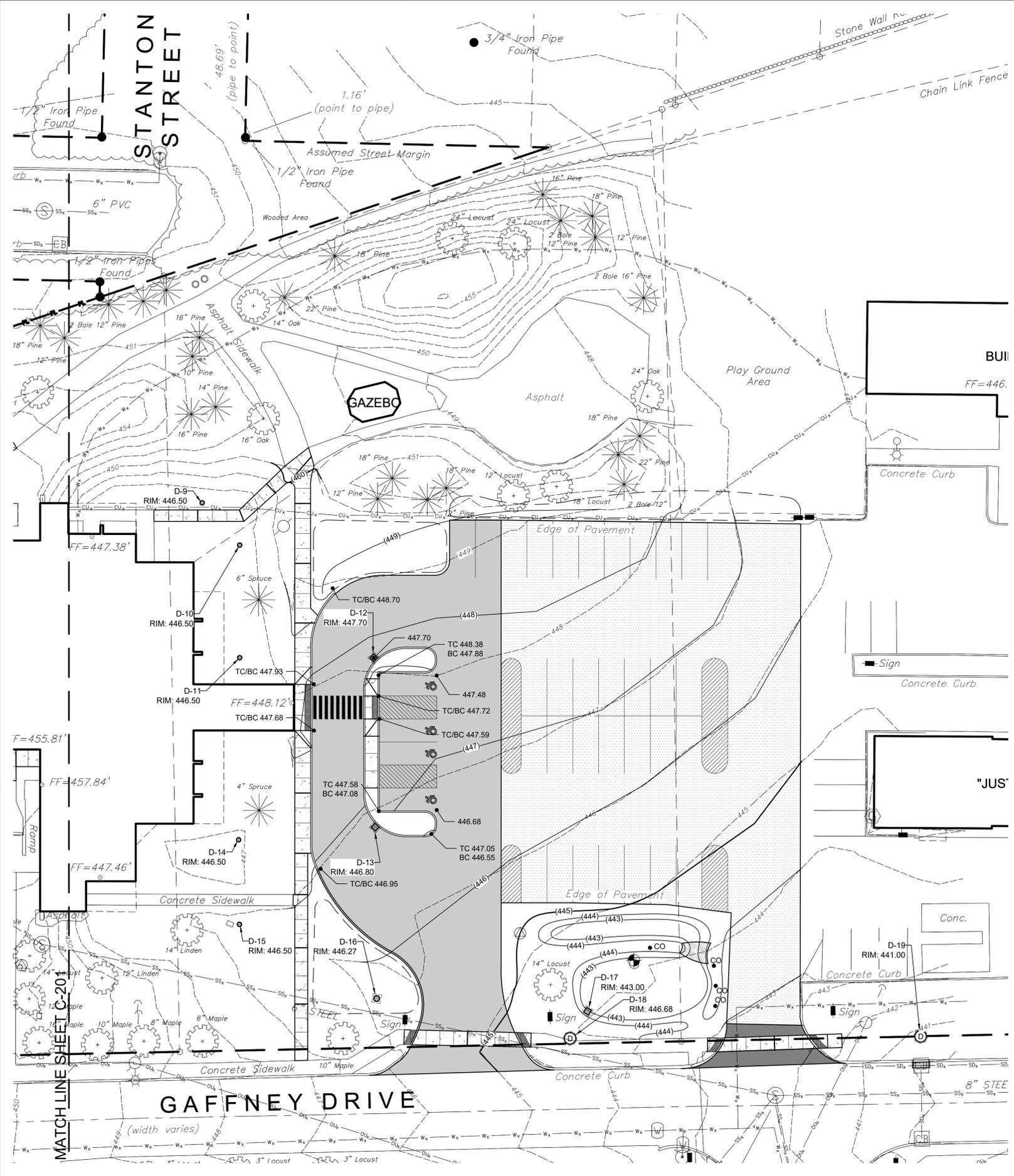
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Grading Plan

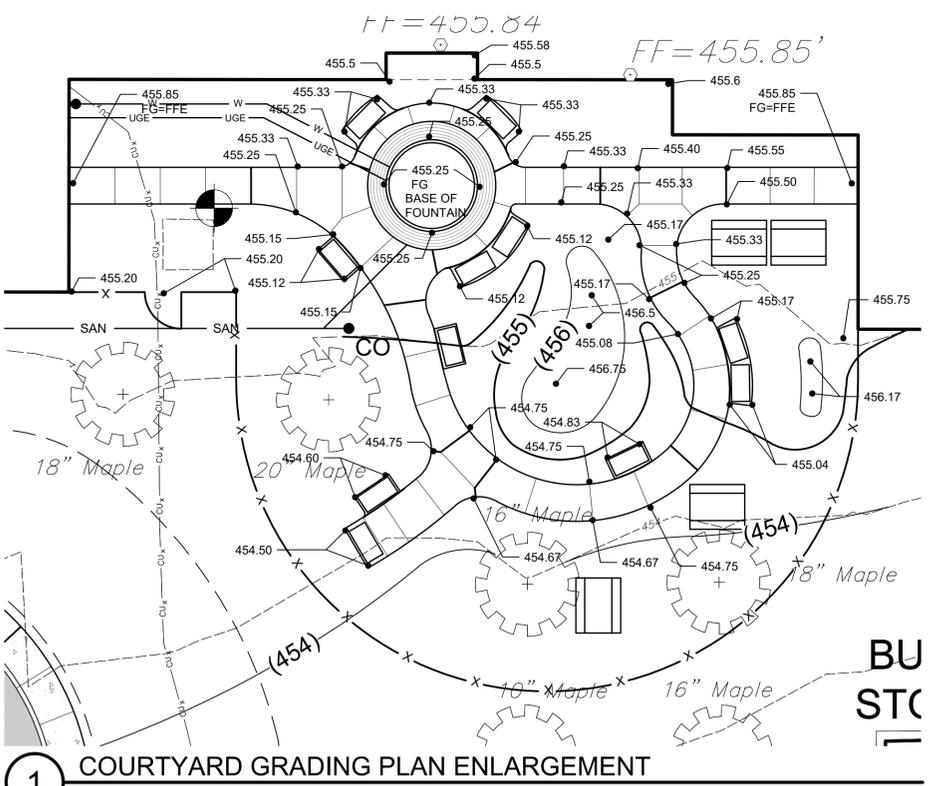
C-201



**SITE GRADING AND DRAINAGE
REFERENCE NOTES**

1 TIE INTO EXISTING GRADE. MEET SMOOTHLY AND EVENLY. PROVIDE POSITIVE PITCH TO DRAINS AS REQUIRED

ITEM	SYMBOL
CONTOUR - FINISHED	(497)
CONTOUR - FINISHED - INDEX	(490)
SWALE CENTERLINE	(123.45)
SPOT ELEVATION - FINISHED	(123.45)



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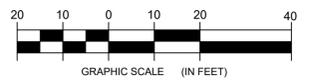
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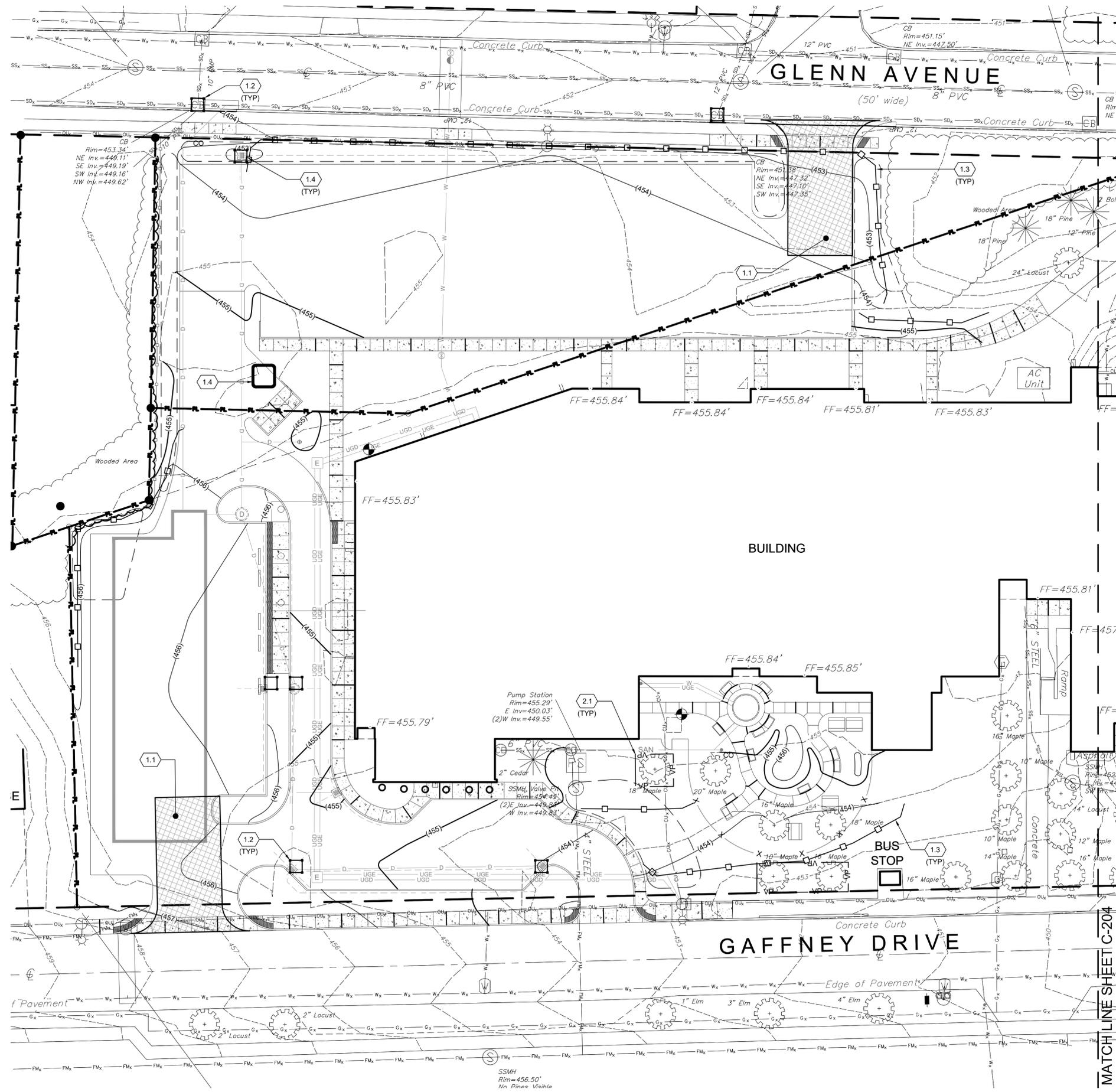
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Grading Plan

C-202





EROSION & SEDIMENT CONTROL KEYNOTES

1 TEMPORARY SEDIMENT & EROSION CONTROL		DETAIL #	SHEET #	SPEC SECTION
1.1	Stabilized Construction Access	2	C-604	312500
1.2	Inlet Protection	3	C-604	312500
1.3	Silt Fence	4	C-604	312500
1.4	Concrete Washout Area	5	C-604	312500

2 PLANT PROTECTION		DETAIL #	SHEET #	SPEC SECTION
2.1	Vegetation Protection	1	C-604	311000

EROSION CONTROL LEGEND

ITEM	SYMBOL
SILT FENCE	
VEGETATION PROTECTION	
STABILIZED CONSTRUCTION ENTRANCE	
INLET PROTECTION	
CONCRETE TRUCK WASHOUT	

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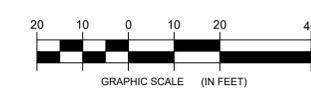
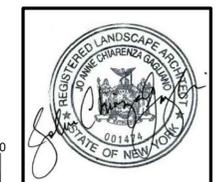
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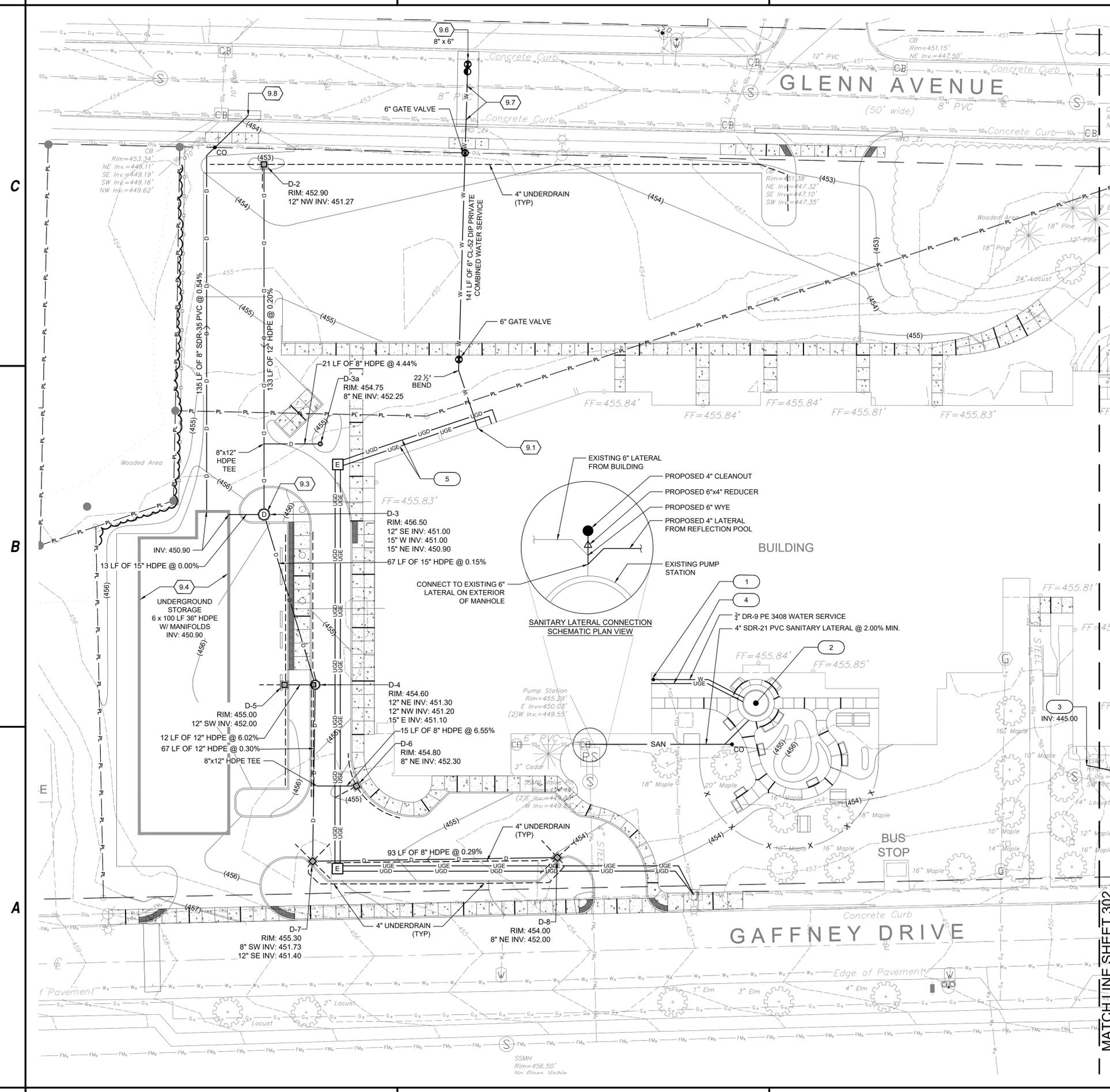
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DESIGNED BY:	DESIGNED
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Erosion & Sedimentation Control Plan

C-203



UTILITY SYMBOL LEGEND

SYMBOL	ITEM	DETAIL #	SHEET #	SPEC SECTION
● CO	Utility - Cleanout	5	C-604	333000
⊙	Water Disinfection And Sampling Tap	1	C-606	331000
⊗	Water Valve	3	C-606	331000
⊞	Storm Catch Basin	1	C-605	334000
⊕	Storm Manhole	2	C-605	334000
⊖	Area Drain - Nyloplast	3	C-605	334000

UTILITY DETAIL KEYNOTES

KEYNOTE	DESCRIPTION	DETAIL #	SHEET #	SPEC SECTION
9	SITE UTILITIES			
9.1	Utility - Limits of Utility Work at Building	2	C-604	330500
9.2	Bioretention Area	5	C-605	312000
9.3	Hydrodynamic Separator	6	C-605	334000
9.4	Underground Stormwater Storage	7	C-605	334000
9.5	Storm Pipe - Connection To Existing Manhole	4	C-604	334000
9.6	Water Tapping Sleeve And Valve	2	C-606	331000
9.7	Water Pipe - Sewer Crossing	4	C-606	331000
9.8	Lateral Wye Connection	3	C-607	331000

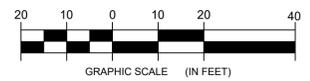
- ### UTILITY REFERENCE NOTES
- COORDINATE LOCATION OF HOSE BIB, VACUUM BREAKER AND QUICK CONNECT WITH PLUMBING PLANS.
 - COORDINATE UTILITIES CONNECTIONS WITH POOL EQUIPMENT LAYOUT BY OTHERS.
 - CONNECT TO ROOF LATERAL; CONTRACTOR TO CONFIRM LOCATION, SIZE AND INVERT.
 - UNDERGROUND ELECTRIC SHOWN FOR COORDINATION PURPOSES ONLY.
 - UNDERGROUND ELECTRIC/TELECOM SHOWN FOR COORDINATION PURPOSES ONLY; REFER TO ELECTRIC PLANS FOR REQUIRED LAYOUT CLEARANCES, TOLERANCES AND INSTALLATION REQUIREMENTS. CONTRACTOR BID TO BE LIMITED TO EXCAVATION, BACKFILL AND RESTORATION; INSTALLATION OF CONDUIT, CONDUCTORS AND HANDHOLES BY OTHERS

NOTE:
ALL WATER MAIN AND SERVICE WORK MUST BE COORDINATED WITH THE CITY OF WATERTOWN WATER DEPARTMENT. THE WATER DEPARTMENT REQUIREMENTS SUPERSEDE ALL OTHER PLANS AND SPECIFICATIONS PROVIDED.

STRUCTURE	STRUCTURE TYPE	FRAME & COVER/GRATE
D-2	2'x2' Catch Basin	Frame: Retculine #9 Cover/Grate: Retculine #9
D-3	4' Dia. Hydrodynamic Separator	Frame: Per Manuf. Cover/Grate: Per Manuf.
D-3a	18" Nyloplast Drain Basin	Frame: 1899CGPL Cover/Grate: 1899CGPL
D-4	4' Dia. Manhole	Frame: Retculine #9 Cover/Grate: Retculine #9
D-5	2'x2' Catch Basin	Frame: Retculine #9 Cover/Grate: Retculine #9
D-6	2'x2' Catch Basin	Frame: Retculine #9 Cover/Grate: Retculine #9
D-7	2'x2' Catch Basin	Frame: Retculine #9 Cover/Grate: Retculine #9
D-8	2'x2' Catch Basin	Frame: Retculine #9 Cover/Grate: Retculine #9

UTILITY PLAN LEGEND

ITEM	SYMBOL
STORM DRAINAGE LINE	— D — D —
UNDERDRAIN LINE	— U — U —
SANITARY LINE	— SAN —
WATER LINE	— W — W —
ELECTRIC LINE - UNDERGROUND OR EMPTY SPARE CONDUIT	— UGE —
DATA LINE - UNDERGROUND	— UGD —
HAND HOLE	[E]
ROLLED EROSION CONTROL PRODUCT OR TURF REINFORCEMENT MAT	[Hatched Box]



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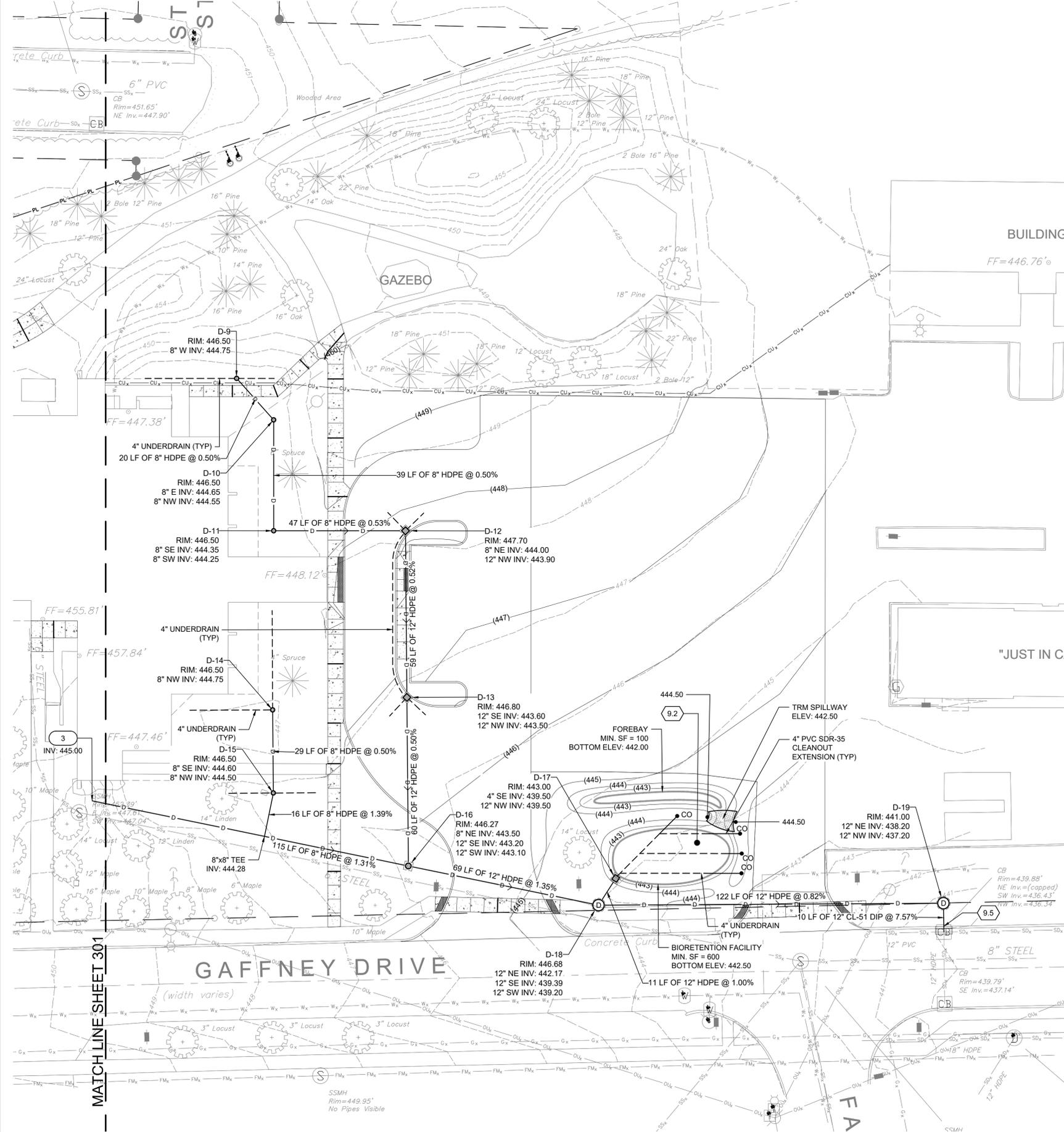
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Utility Plan

C-301



UTILITY SYMBOL LEGEND

SYMBOL	ITEM	DETAIL #	SHEET #	SPEC SECTION
● CO	Utility - Cleanout	5	C-604	333000
⊙	Water Disinfection And Sampling Tap	1	C-606	331000
⊗	Water Valve	3	C-606	331000
⊞	Storm Catch Basin	1	C-605	334000
⊕	Storm Manhole	2	C-605	334000
⊖	Area Drain - Nyloplast	3	C-605	334000

UTILITY DETAIL KEYNOTES

9	SITE UTILITIES	DETAIL #	SHEET #	SPEC SECTION
9.1	Utility - Limits of Utility Work at Building	2	C-604	330500
9.2	Bioretention Area	5	C-605	312000
9.3	Hydrodynamic Separator	6	C-605	334000
9.4	Underground Stormwater Storage	7	C-605	334000
9.5	Storm Pipe - Connection To Existing Manhole	4	C-604	334000
9.6	Water Tapping Sleeve And Valve	2	C-606	331000
9.7	Water Pipe - Sewer Crossing	4	C-606	331000
9.8	Lateral Wye Connection	3	C-607	331000
9.9	Post-Indicator Valve	5	C-607	331000

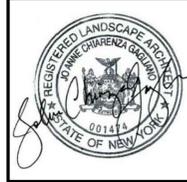
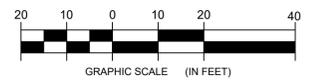
- ### UTILITY REFERENCE NOTES
- 1 COORDINATE LOCATION OF HOSE BIB, VACUUM BREAKER AND QUICK CONNECT WITH PLUMBING PLANS.
 - 2 COORDINATE UTILITIES CONNECTIONS WITH POOL EQUIPMENT LAYOUT BY OTHERS.
 - 3 CONNECT TO ROOF LATERAL; CONTRACTOR TO CONFIRM LOCATION, SIZE AND INVERT.
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NOTE:
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STRUCTURE	STRUCTURE TYPE	FRAME & COVER/GRATE
D-9	18" Nyloplast Drain Basin	Frame: 1899CGPL Cover/Grate: 1899CGPL
D-10	18" Nyloplast Drain Basin	Frame: 1899CGPL Cover/Grate: 1899CGPL
D-11	18" Nyloplast Drain Basin	Frame: 1899CGPL Cover/Grate: 1899CGPL
D-12	2'x2' Catch Basin	Frame: Reticuline #9 Cover/Grate: Reticuline #9
D-13	2'x2' Catch Basin	Frame: Reticuline #9 Cover/Grate: Reticuline #9
D-14	18" Nyloplast Drain Basin	Frame: 1899CGPL Cover/Grate: 1899CGPL
D-15	18" Nyloplast Drain Basin	Frame: 1899CGPL Cover/Grate: 1899CGPL
D-16	2'x2' Catch Basin	Frame: Neenah R-1795-G Cover/Grate: Neenah R-2401-A
D-17	2'x2' Catch Basin	Frame: Reticuline #9 Cover/Grate: Reticuline #9
D-18	4' Manhole	Frame: EJCO 1040Z Cover/Grate: EJCO 1040A "STORM"
D-19	4' Manhole	Frame: EJCO 1040Z Cover/Grate: EJCO 1040A "STORM"

UTILITY PLAN LEGEND

ITEM	SYMBOL
STORM DRAINAGE LINE	— D — D —
UNDERDRAIN LINE	— D — D —
SANITARY LINE	— SAN —
WATER LINE	— W — W —
ELECTRIC LINE - UNDERGROUND	— UGE —
DATA LINE - UNDERGROUND	— UGD —
HAND HOLE	[E]
ROLLED EROSION CONTROL PRODUCT OR TURF REINFORCEMENT MAT	[Grid Pattern]



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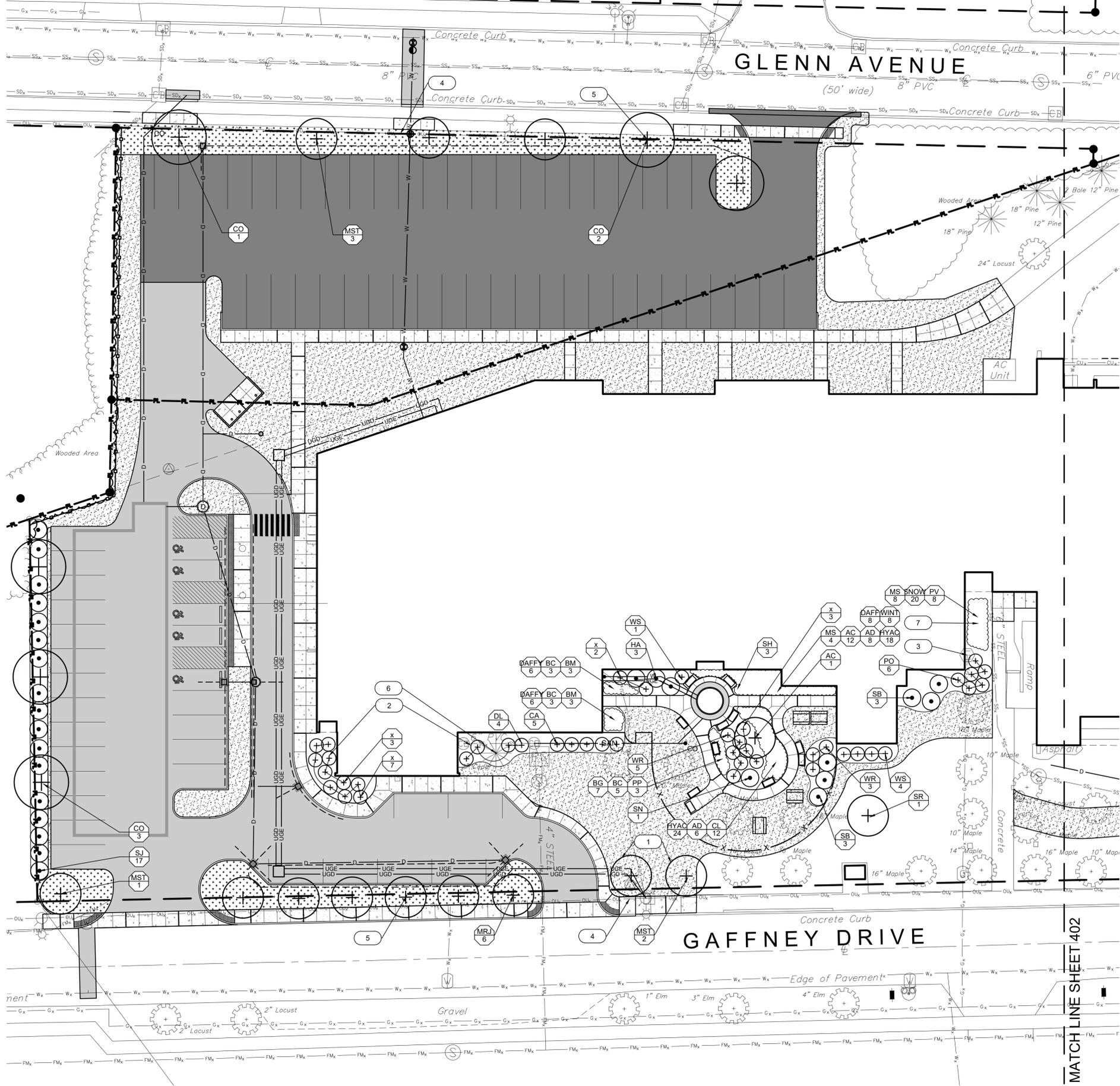
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Utility Plan

C-302



PLANTING LEGEND	
ITEM	SYMBOL
DECIDUOUS SHADE TREE	+
SMALL DECIDUOUS TREE	+
SHRUBS	+
PERENNIAL & GRASS PLANTINGS	☼
EDGE OF EXISTING TREES / BRUSH	~~~~~
LAWN	▨
INSTALL 30" DEPTH PLANTING SOIL MIX AND SEED	▩

PLANTING REFERENCE NOTES

- 1 DECIDUOUS TREE PLANTING, TYP
- 2 SHRUB PLANTING, TYP
- 3 COORDINATE SHRUB LAYOUT WITH EXISTING UTILITIES. REPORT CONFLICTS TO LANDSCAPE ARCHITECT
- 4 EXISTING OVERHEAD UTILITY LINE TO REMAIN. DO NOT DISTURB. ONLY SMALL DECIDUOUS TREES SHALL BE PLANTED UNDER THIS LINE
- 5 LOCATE TREES PARALLEL WITH WALK
- 6 EXISTING TREE TO REMAIN. DO NOT DISTURB
- 7 PERENNIAL & GRASS PLANTING, TYP
- 8 BIORETENTION AREA SEED MIX
- 9 OMITTED
- 10 BACKFILL EDGES OF EXISTING WALKS WITH TOPSOIL FLUSH WITH SURFACE OF EXISTING WALK AND SEED

10	PLANTING AND LANDSCAPE	DETAIL #	SHEET #	SPEC SECTION
10. 3	Planting Deciduous Tree - upright stakes	1	C-603	329300
10. 5	Planting Deciduous Multi-Stem Tree	4	C-603	329300
10. 11	Planting Shrub - Massing	3	C-603	329300
10. 12	Planting Perennial and Groundcover	2	C-603	329300
10. 14	Planting - Plant Layout	5	C-603	329300
10. 16	Landscape Edge - Spade Cut	6	C-603	329300

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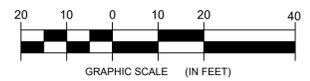
The Arc
 Jefferson - St. Lawrence
 New York

MARK	DATE	DESCRIPTION
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2	4/30/20	BID DOCUMENTS
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REVISIONS

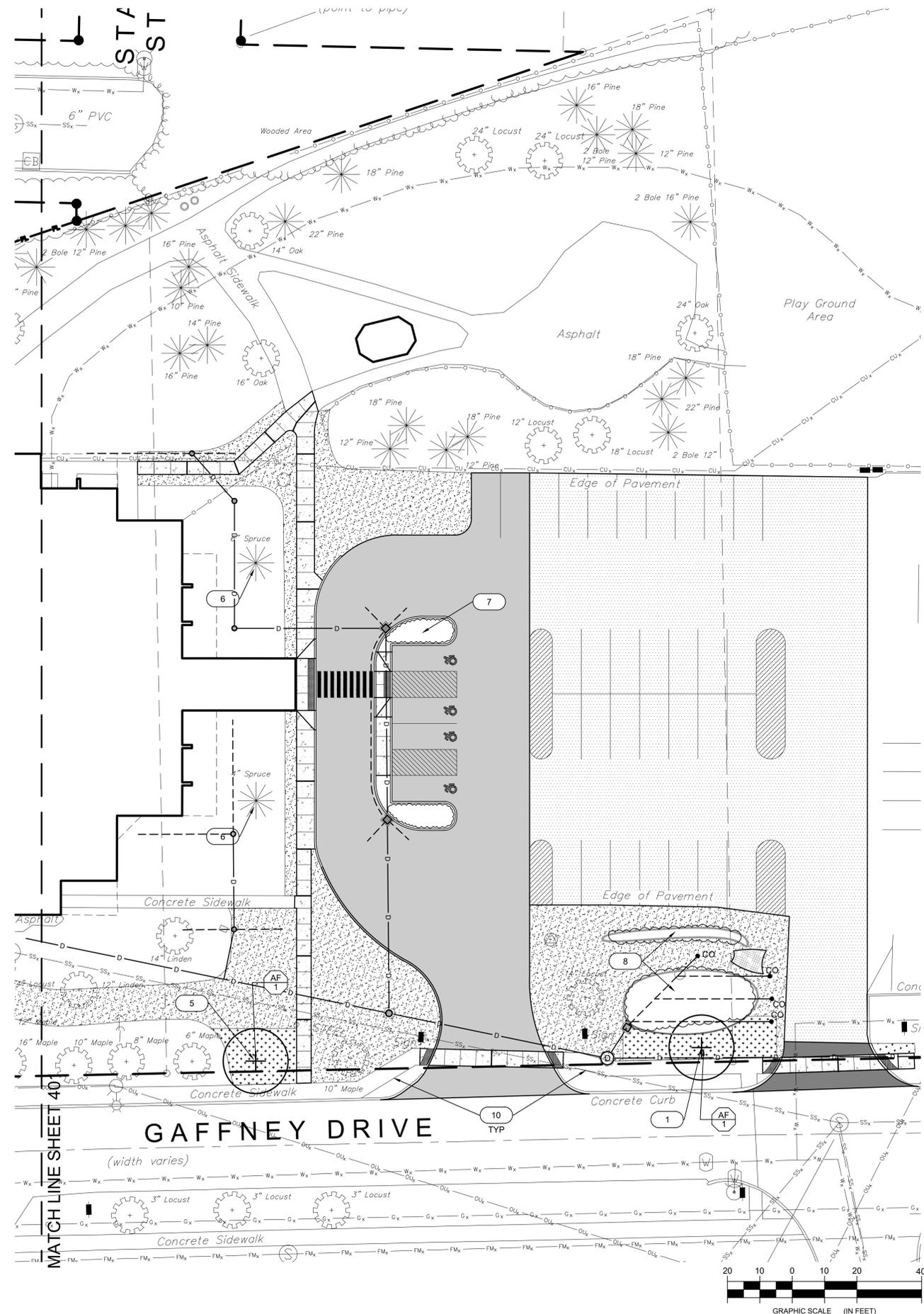
PROJECT NO: W29.001.001
 DATE: 03/24/2020
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 DESIGNED BY: DC
 CHECKED BY: DRB

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Planting Plan

C-401



PLANT MATERIALS PALETTE						
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	COMMENTS	QUALITIES
SHADE TREES						
AF	ACER X FREEMANII	FREEMAN MAPLE	2" CALIPER	BALLED & BURLAPPED (B&B)	PROVIDE ONE OF THE FOLLOWING CULTIVARS: AUTUMN BLAZE, MARMO, OR SIENA GLEN	FAST-GROWING; BRILLIANT FALL COLOR
CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRAIRIE PRIDE COMMON HACKBERRY	BALL & BURLAP	BALL & BURLAP		
SMALL - FLOWERING TREES						
AC	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	8' HEIGHT	BALLED & BURLAPPED (B&B)	HEAVY MULTISTEM, MIN 3 BOLES, MAX 5 BOLES	NATIVE FLOWERING TREE, FRUIT, MULTISTEM FORM & FALL COLOR
MRJ	MALUS 'JEWELCOLE'	RED JEWEL CRABAPPLE	1-1/2" CALIPER	B&B OR CONTAINER-GROWN		WHITE FLOWER, PERSISTENT SMALL RED FRUIT; DISEASE-RESISTANT
MST	MALUS 'SUTZAM'	SUGAR TYME CRABAPPLE	1-1/2" CALIPER	B&B OR CONTAINER-GROWN		WHITE FLOWER, PERSISTENT SMALL RED FRUIT; DISEASE-RESISTANT
SR	SYRINGA RETICULATA 'BALLNCE'	SNOWDANCE JAPANESE TREE LILAC	1-1/2" CALIPER	B&B OR CONTAINER-GROWN		
SHRUBS						
CA	CLETHRA ALNIFOLIA 'VANILLA SPICE'	VANILLA SPICE PEPPERBUSH	2 GALLON	CONTAINER		FRAGRANT WHITE SUMMER BLOOM; ATTRACTS POLLINATORS
DL	DIERVILLA LONICERA 'COPPER'	COPPER BUSH HONEYSUCKLE	2 GALLON	CONTAINER		COLD-HARDY, NATIVE CULTIVAR; COPPER SPRING FOLIAGE; YELLOW FLOWERS & SEEDS ATTRACT BIRDS
HA	HYDRANGEA ARBORESCENS 'HAAS HALO'	HAAS HALO HYDRANGEA	3 GALLON	CONTAINER		COLD-HARDY, NATIVE CULTIVAR; WHITE BLOOM; ATTRACTS POLLINATORS
PF	POTENTILLA FRUTICOSA 'HAPPY FACE'	HAPPY FACE CINQUEFOIL	2 GALLON	CONTAINER		REPEAT SUNNY YELLOW BLOOM SPRING-LATE SUMMER, COMPACT SIZE
PO	PHYSOCARPUS OPIULIFOLIUS 'SMNPOBLR'	GINGER WINE NINEBARK	2 GALLON	CONTAINER		NATIVE SHRUB CULTIVAR; GINGER-BRONZE FOLIAGE
SN	SAMBUCUS NIGRA F. PORPHYROPHYLLA 'BLACK LACE'	BLACK LACE ELDER	2 GALLON	CONTAINER		FERN-LIKE, DARK PURPLE FOLIAGE; LIGHT PINK FLOWERS; BERRIES
SJ	SPIREA JAPONICA 'DOUBLE PLAY DOOZIE'	DOUBLE PLAY DOOZIE SPIREA	2 GALLON	CONTAINER		REPEAT ROSE-PINK BLOOM SPRING-FALL; COMPACT SIZE
SB	SYRINGA X 'PENDA'	BLOOMERANG PURPLE LILAC	3 GALLON	CONTAINER		REPEAT BLOOM MAY-SEPT; FRAGRANT
WR	WEIGELA 'BOKRASPIWI'	SPILLED WINE WEIGELA	1 GALLON	CONTAINER		DARK RED FOLIAGE, ROSE-RED SPRING BLOOM; COMPACT SIZE & FORM
WS	WEIGELA 'SONIC BLOOM'	SONIC BLOOM WEIGELA	3 GALLON	CONTAINER		REPEAT ROSE-PINK BLOOM; ATTRACTS POLLINATORS
PERENNIALS						
AD	ARUNCUS DIOICUS	GOATSBEAR	1 GALLON	CONTAINER		NATIVE; WHITE PLUME FLOWER; SHADE-PART SUN
AC	ASTILBE CHINENSIS	ASTILBE	1 GALLON	CONTAINER		RED/PINK/WHITE PLUME FLOWER; SHADE-PART SUN; DRY SHADE
BC	BERGENIA CORDIFOLIA 'SPRING FLING'	SPRING FLING BERGENIA	#1	CONTAINER		THICK, SHINY FOLIAGE; PINK FLOWER SPRING; SHADE TO SUN; DRY SHADE
BM	BRUNNERA MACROPHYLLA 'JACK FROST'	JACK FROST BRUNNERA	#1	CONTAINER		WHITE-FROSTED FOLIAGE; SHADE
BG	BOUTELOUA GRACILIS 'BLONDE AMBITION'	BLONDE AMBITION BLUE GRAMA	#1	CONTAINER		NATIVE GRASS; ORNAMENTAL SEED HEADS; COMPACT SIZE
CL	CHASMANTHIUM LATIFOLIUM	NORTHERN SEA OATS	1 GALLON	CONTAINER		NATIVE GRASS; PART SHADE; ORNAMENTAL SEED HEADS; PROVIDES MOVEMENT & SOUND
MS	MATTEUCIA STRUTHIOPTERIS	OSTRICH FERN	1 GALLON	CONTAINER		NATIVE FERN; SHADE & MOISTURE; UPRIGHT FORM
PP	PHLOX PANICULATA	GARDEN PHLOX	#1	CONTAINER		LONG-FLOWERING; ATTRACTS POLLINATORS & BIRDS
PV	POLYGONATUM O. 'VARIEGATUM'	VARIEGATED SOLOMON'S SEAL	1 GALLON	CONTAINER		NATIVE CULTIVAR; SHADE
SH	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSSEED	1 GALLON	CONTAINER		NATIVE; FINE-TEXTURED CLUMP FORM GRASS
SPRING BULBS						
WINT	ERANTHIS HYEMALIS	WINTER ACONITE	3.5-4CM	TUBER	PLANT WITH 4 INCHES COVER.	EARLY YELLOW BLOOM; NATURALIZES
SNOW	GALANTHUS NIVALIS	SNOWDROPS	5CM/ UP	BULB	PLANT WITH 4 INCHES COVER.	EARLY WHITE BLOOM; NATURALIZES
HYAC	HYACINTHOIDES HISPANICA	WOOD HYACINTH	8CM/ UP	BULBS	MIXED BLUE & WHITE; PLANT WITH 4 INCHES COVER.	WHITE & BLUE BLOOMS LATE SPRING; NATURALIZES
DAFFY	NARCISSUS VARIETIES	DAFFODILS	DN1; 16CM+	BULBS	PLANT WITH 6 INCHES COVER.	MIDDLE-LATE YELLOW BLOOM; NATURALIZES
SUMMER BULBS						
ALLI	ALLIUM SPHAEROCEPHALON	DRUMSTICK ALLIUM	6/7 CM	BULBS	PLANT WITH 5 INCHES COVER.	EARLY SUMMER; UNIQUE BLOOM SHAPE
ASIA	LILIUM ASIATICUM	ASIATIC LILIES	16/17 CM	BULBS	MIXED COLORS; PLANT WITH 8 INCHES COVER.	MID-SUMMER; BRILLIANT COLORED BLOOMS
ORIE	LILIUM ORIENTALIS 'STARGAZER'	STARGAZER ORIENTAL LILY	16/17 CM	BULBS	PLANT WITH 8 INCHES COVER.	MID-LATE SUMMER; FRAGRANT BLOOMS

- PLANTING REFERENCE NOTES**
- DECIDUOUS TREE PLANTING, TYP
 - SHRUB PLANTING, TYP
 - COORDINATE SHRUB LAYOUT WITH EXISTING UTILITIES. REPORT CONFLICTS TO LANDSCAPE ARCHITECT
 - EXISTING OVERHEAD UTILITY LINE TO REMAIN. DO NOT DISTURB. ONLY SMALL DECIDUOUS TREES SHALL BE PLANTED UNDER THIS LINE
 - LOCATE TREES PARALLEL WITH WALK
 - EXISTING TREE TO REMAIN. DO NOT DISTURB
 - PERENNIAL & GRASS PLANTING, TYP
 - BIORETENTION AREA SEED MIX
 - OMITTED
 - BACKFILL EDGES OF EXISTING WALKS WITH TOPSOIL FLUSH WITH SURFACE OF EXISTING WALK AND SEED

PLANTING LEGEND

ITEM	SYMBOL
DECIDUOUS SHADE TREE	+
SMALL DECIDUOUS TREE	+
SHRUBS	+ ⊙
PERENNIAL & GRASS PLANTINGS	☁
EDGE OF EXISTING TREES / BRUSH	~~~~~
LAWN	[Stippled Pattern]
INSTALL 30" DEPTH PLANTING SOIL MIX AND SEED	[Dotted Pattern]



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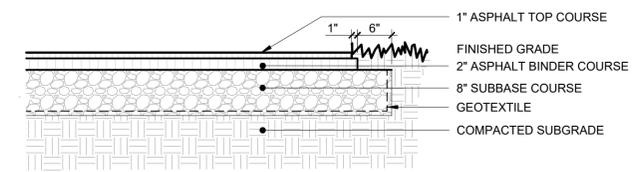
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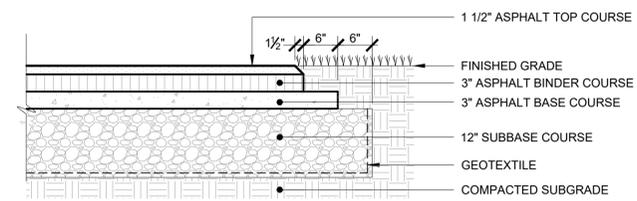
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Planting Plan

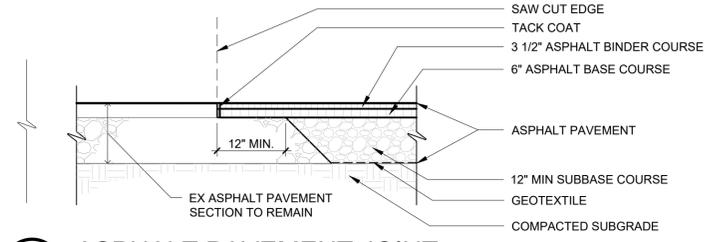
C-402



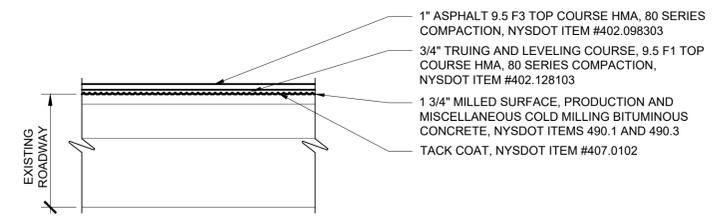
1 ASPHALT PAVEMENT - LIGHT DUTY
Scale: 3/4" = 1'-0"



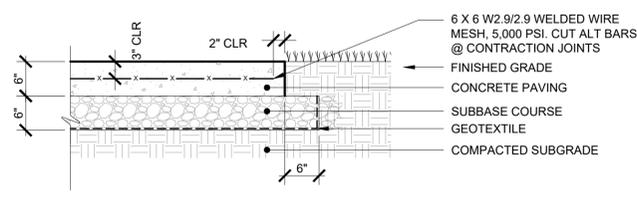
2 ASPHALT PAVEMENT - HEAVY DUTY
Scale: NTS



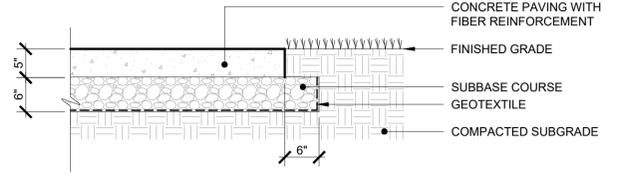
3 ASPHALT PAVEMENT JOINT
Scale: 3/4" = 1'-0"
FINAL SURFACE WILL BE MILLED & PAVED



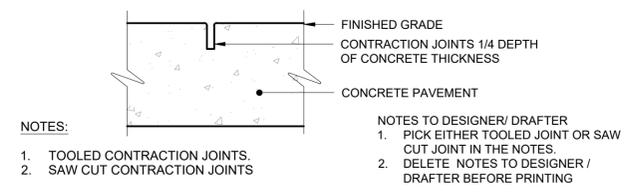
4 ASPHALT MILL & PAVE
Scale: 3/4" = 1'-0"



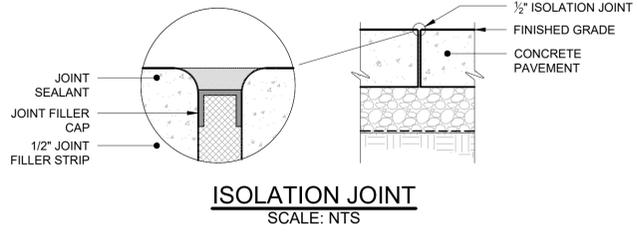
5 CONCRETE - WALK AT DRIVEWAYS
Scale: NTS
PEDESTRIAN & VEHICLE TRAFFIC



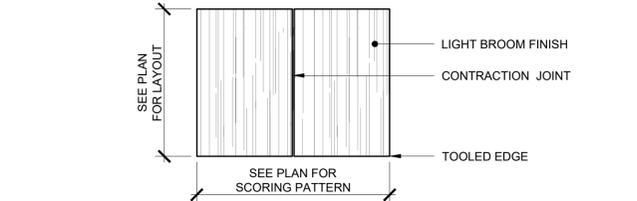
6 CONCRETE - WALK
Scale: NTS



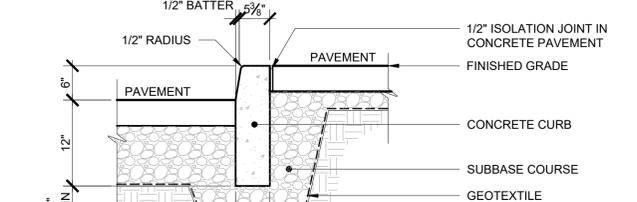
7 CONCRETE PAVEMENT JOINTS
Scale: NTS



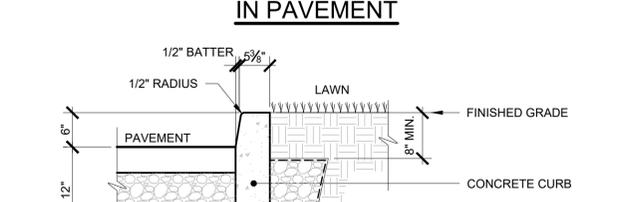
8 CONCRETE PAVEMENT FINISH
Scale: NTS



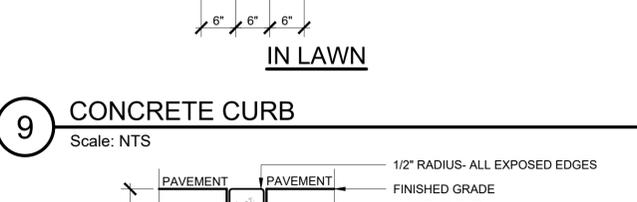
9 CONCRETE CURB
Scale: NTS



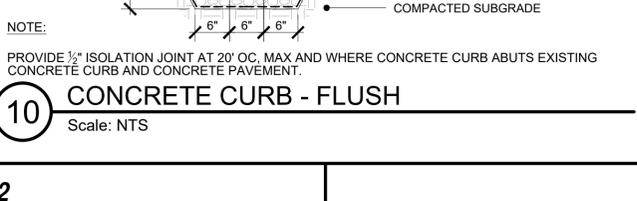
10 CONCRETE CURB - FLUSH
Scale: NTS



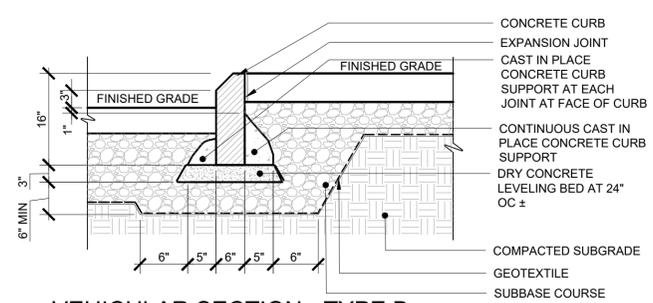
11 MOUNTABLE CURB
Scale: 3/4" = 1'-0"



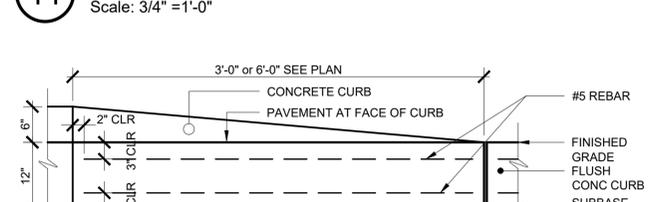
12 CONCRETE CURB - TRANSITION
Scale: NTS



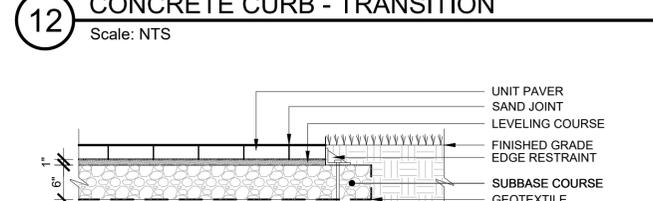
13 UNIT PAVING - LIGHT DUTY
Scale: NTS
PEDESTRIAN



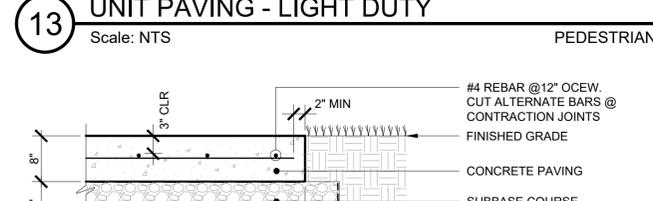
14 CONCRETE DUMPSTER PAD
Scale: NTS



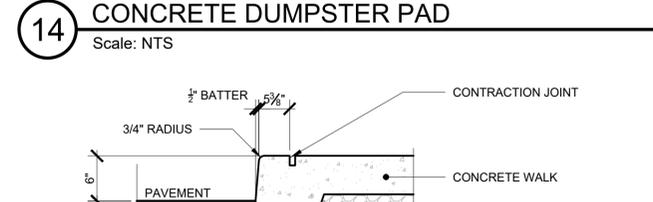
15 CONCRETE WALK & INTEGRAL CURB
Scale: NTS



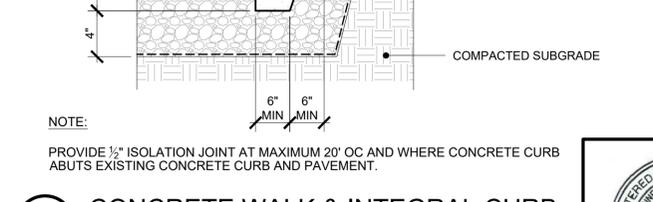
16 CONCRETE CURB - FLUSH
Scale: NTS



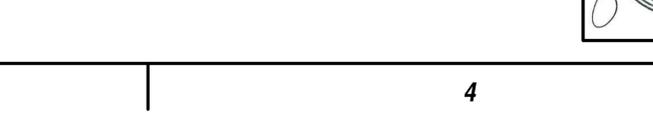
17 CONCRETE CURB - FLUSH
Scale: NTS



18 CONCRETE CURB - FLUSH
Scale: NTS



19 CONCRETE CURB - FLUSH
Scale: NTS



20 CONCRETE CURB - FLUSH
Scale: NTS

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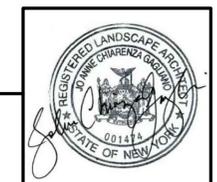
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Site Details

C-601



1

2

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4

C

C

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A

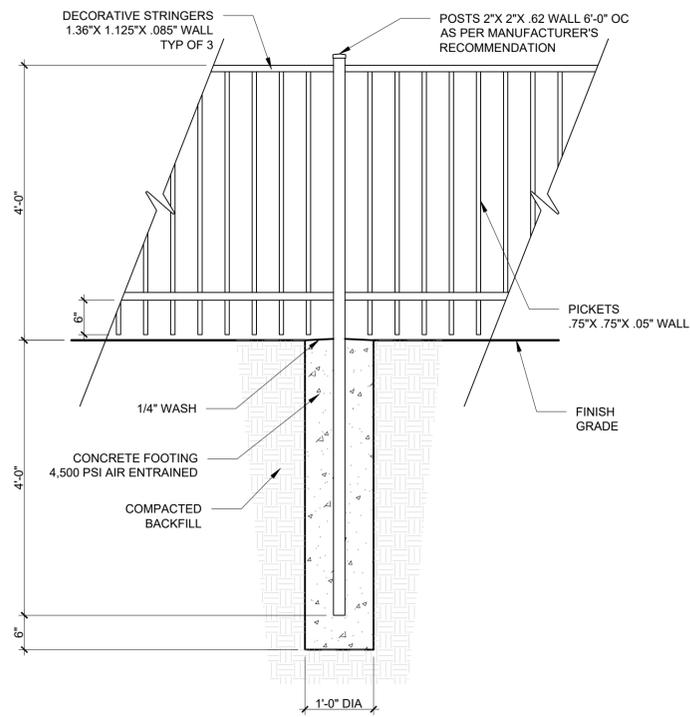
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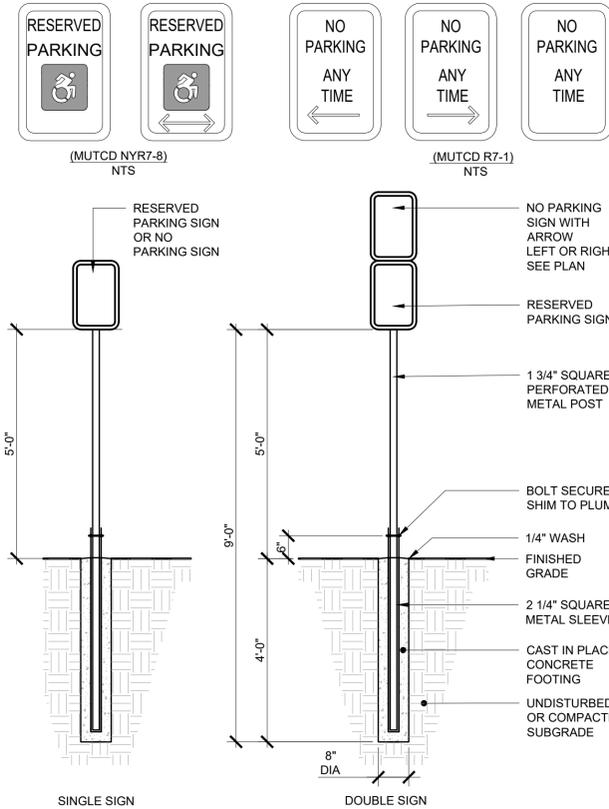
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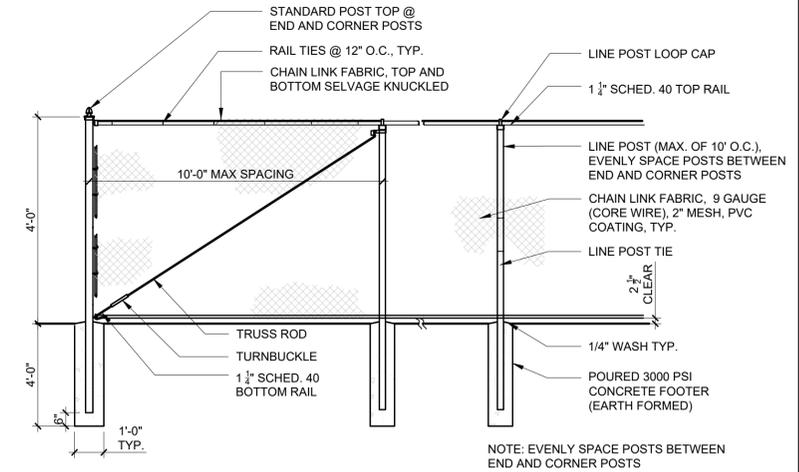
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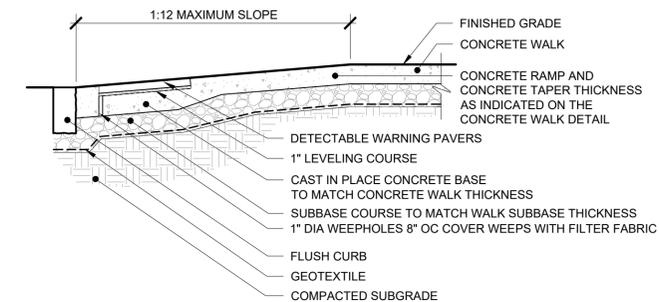
1 ORNAMENTAL METAL FENCE
Scale: NTS



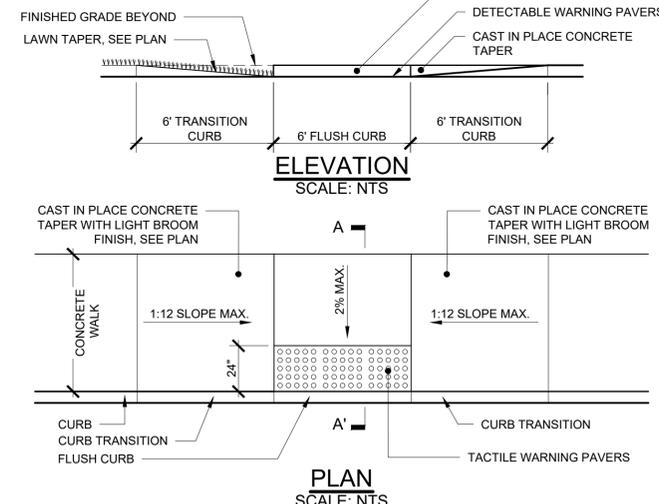
3 ADA PARKING SPACE - TRAFFIC SIGNS
Scale: 1/2" = 1'-0"
IN GREENSPACE



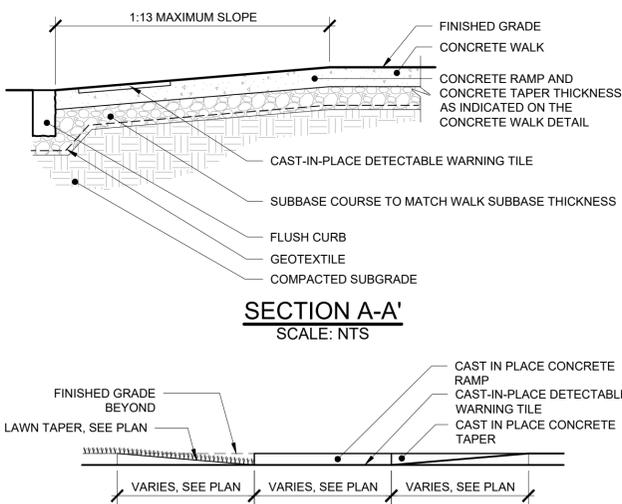
6 CHAIN LINK FENCE
Scale: NTS



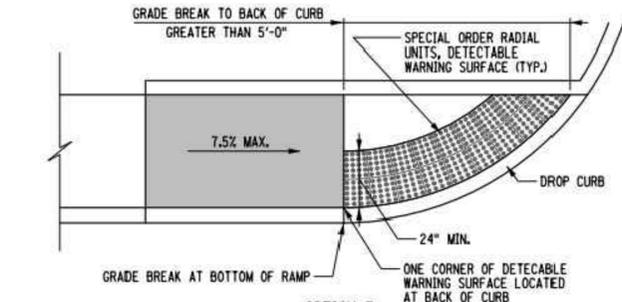
SECTION A-A'
SCALE: NTS



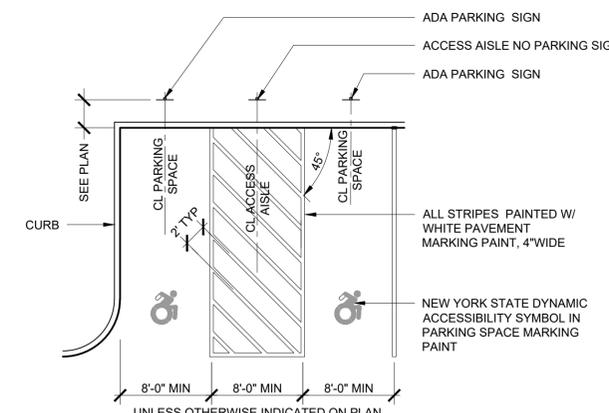
8 CONCRETE - ADA RAMP - TYPE 2
Scale: NTS
TACTILE WARNING PAVERS



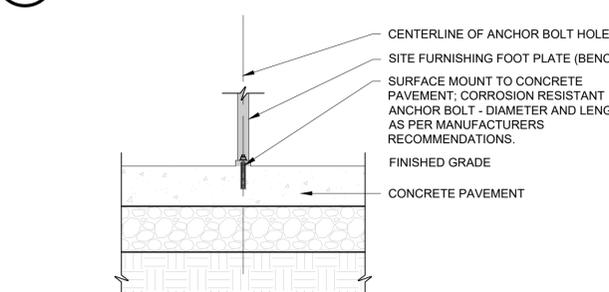
SECTION A-A'
SCALE: NTS



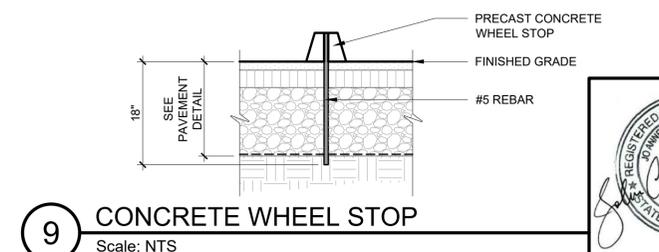
2 CONCRETE - ADA RAMP - TYPE 1
Scale: NTS
CAST-IN-PLACE TACTILE WARNING SURFACE



4 ADA PAVEMENT MARKING
Scale: NTS
NYS DYNAMIC



5 SITE FURNISHING SURFACE MOUNT
Scale: NTS



9 CONCRETE WHEEL STOP
Scale: NTS

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Site Details
C-602

1

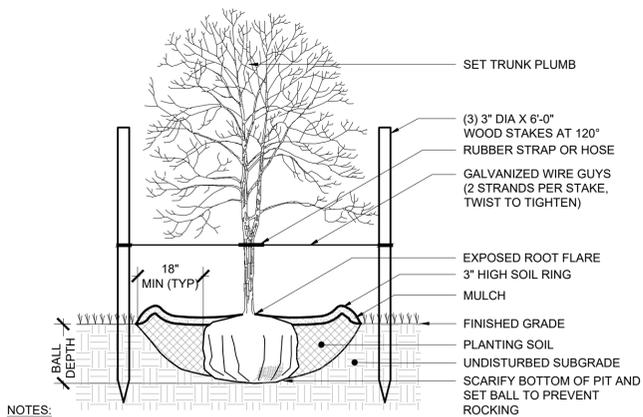
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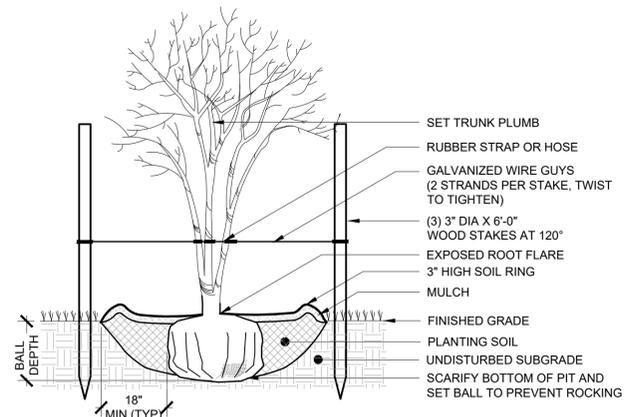
NOTES:

1. REMOVE BURLAP, ROPE, OR WIRE BASKET FROM TOP 1/3 OF BALL MINIMUM, CUT REMAINING PORTIONS OF ROPE OR WIRE BASKET ONCE PLANT IS IN THE FINAL POSITION IN PIT.
2. TOP OF ROOT BALL SHALL BE SET FLUSH WITH SURROUNDING FINISHED GRADE.
3. PLANTING SOIL: TOPSOIL MODIFIED TO PRODUCE VIABLE PLANTING SOIL BLEND TOPSOIL WITH THE AMENDMENTS LISTED, IN THE FOLLOWING QUANTITY BY VOLUME TO PRODUCE PLANTING SOIL:
 1. FIVE (5) PARTS TOPSOIL
 2. ONE (1) PART COMPOST
4. PROVIDE 30" DEPTH PLANTING SOIL IN THE TREE PLANTING BUFFER STRIPS (INCLUDING BUMPOUTS) ALONG GAFFNEY DRIVE AND GLENN AVE AS SHOWN ON DWG C-401.

1 PLANTING - DECIDUOUS TREE

Scale: NTS

WITH UPRIGHT STAKES



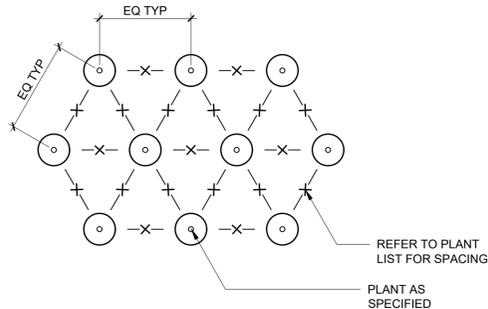
NOTES:

1. REMOVE BURLAP, ROPE, OR WIRE BASKET FROM TOP 1/3 OF BALL MINIMUM, CUT REMAINING PORTIONS OF ROPE OR WIRE BASKET ONCE PLANT IS IN THE FINAL POSITION IN PIT.
2. TOP OF ROOT BALL SHALL BE SET FLUSH WITH SURROUNDING FINISHED GRADE.

4 PLANTING - MULTI-STEM TREE

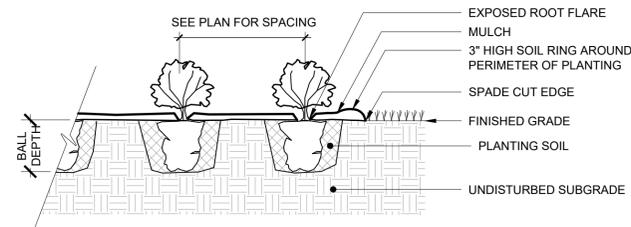
Scale: NTS

WITH UPRIGHT STAKES



5 PLANTING - PLANT LAYOUT

Scale: NTS

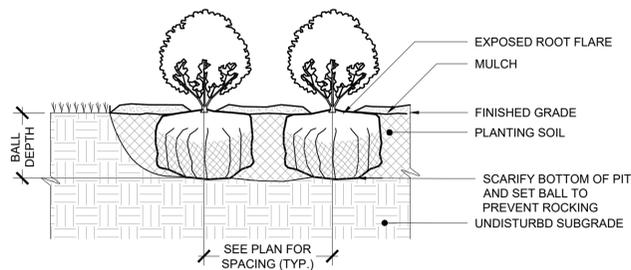


NOTES:

1. REMOVE GROWING CONTAINER
2. LOOSEN POT BOUND ROOTS
3. TOP OF ROOT BALL SHALL BE SET FLUSH WITH SURROUNDING FINISHED GRADE.
4. SET PLANTS PLUMB

2 PLANTING - PERENNIAL & GROUND COVER

Scale: NTS



NOTES:

1. TOP OF ROOT BALL SHALL BE SET FLUSH WITH SURROUNDING FINISHED GRADE.
2. SET PLANTS PLUMB

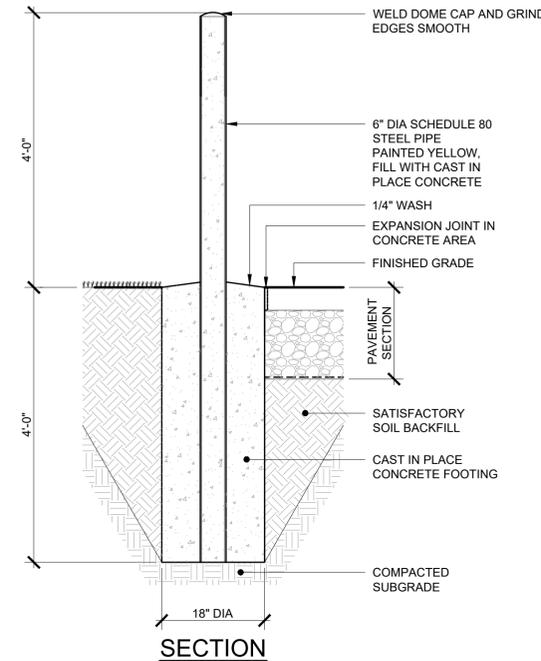
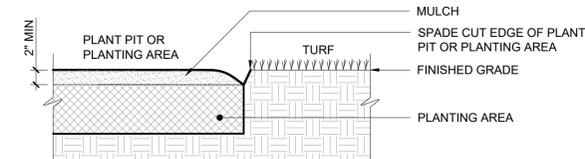
3 PLANTING SHRUB - MASSING

Scale: NTS

WITH CONTINUOUS PLANT BED

6 PLANTING - SPADE CUT EDGE

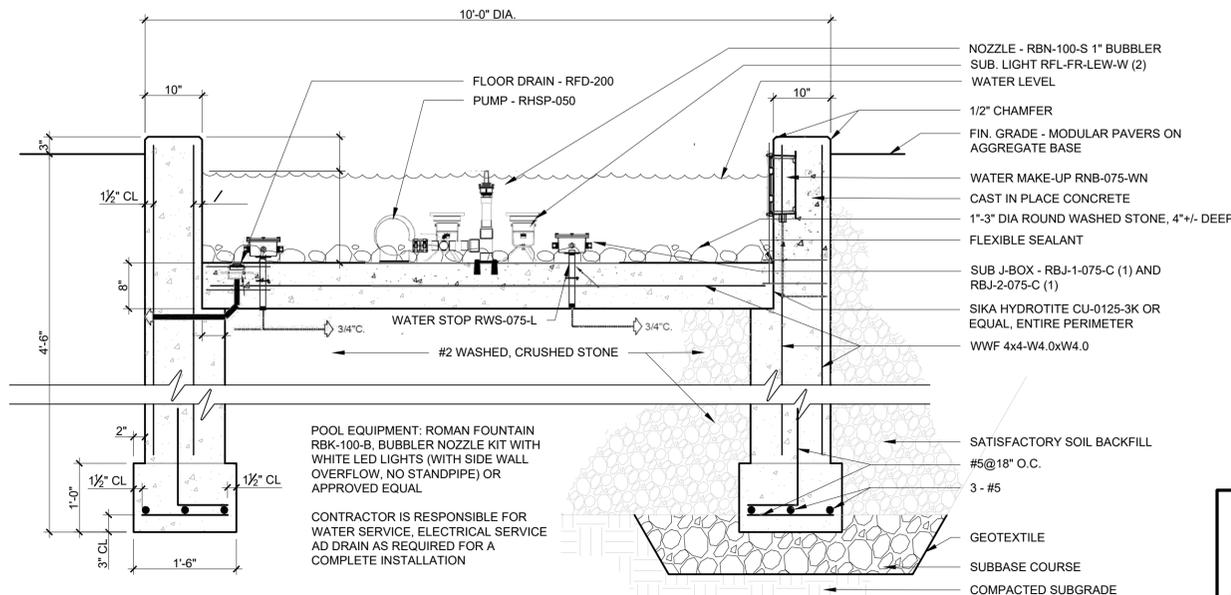
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7 BOLLARD - STEEL PIPE

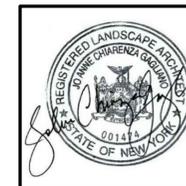
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PAINTED



8 FOUNTAIN

Scale: NTS



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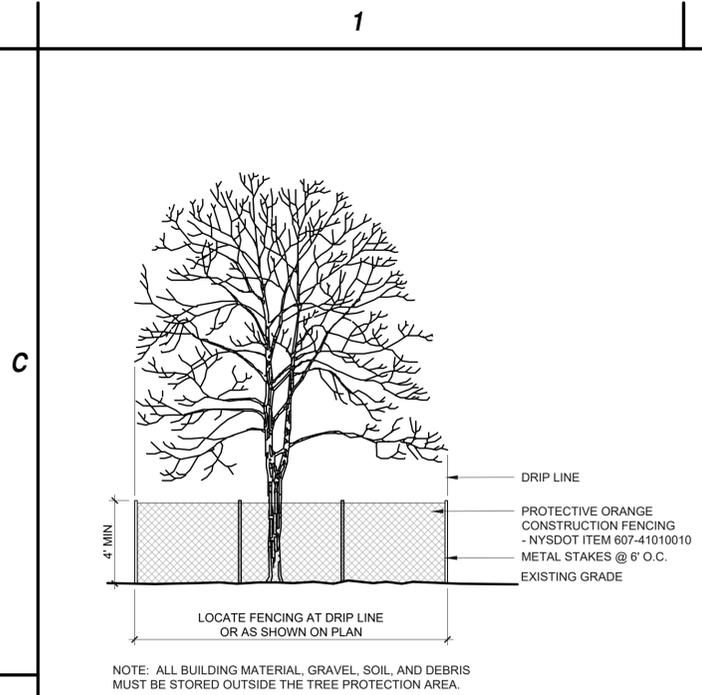
The Arc
Jefferson - St. Lawrence
New York

MARK	DATE	DESCRIPTION
3	5/19/20	ADDRESS CITY COMMENTS
2	4/30/20	BID DOCUMENTS
1	4/22/20	ADDRESS CITY COMMENTS

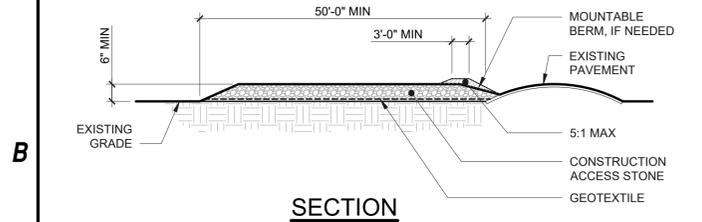
REVISIONS	
PROJECT NO:	W29.001.001
DATE:	03/24/2020
DRAWN BY:	SFG
DESIGNED BY:	CR
CHECKED BY:	DRB
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW	

Site Details

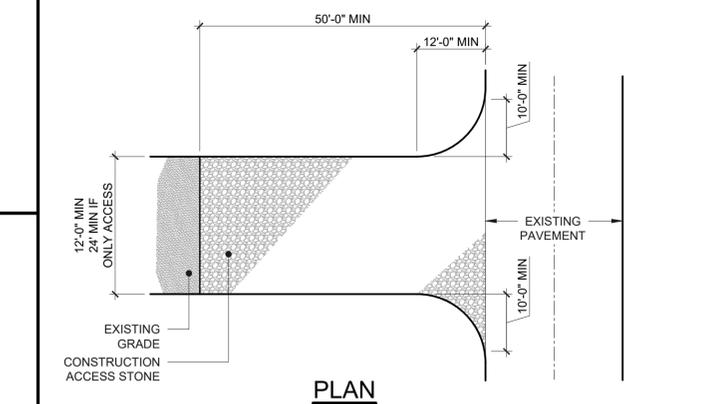
C-603



1 VEGETATION PROTECTION
Scale: NTS



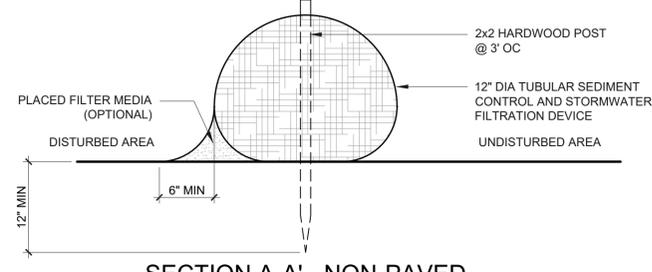
SECTION



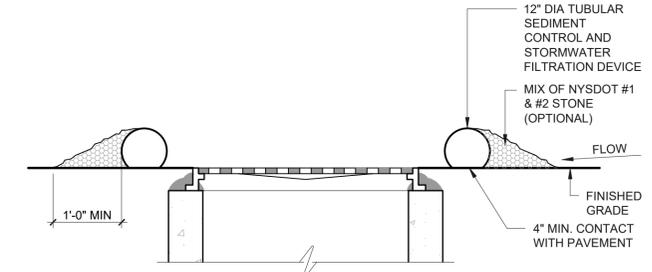
PLAN

- NOTES:**
- CONSTRUCTION ACCESS STONE SIZE - USE A 50% TO 50% MIX OF NYS DOT #4 AND #5 STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
 - GEOTEXTILE:
 - MIRAFI 500X OR APPROVED EQUAL.
 - SHALL BE PLACED UNDER THE ENTIRE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO PLACING OF STONE.
 - SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ACCESS SHALL BE PIPED ACROSS THE STABILIZED CONSTRUCTION ACCESS. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM SHALL BE USED.
 - MAINTENANCE - THE CONSTRUCTION ACCESS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO THE PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
 - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ACCESS ONTO PUBLIC RIGHT-OF-WAYS. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO A NYSDEC APPROVED SEDIMENT TRAPPING DEVICE.
 - TRAINED CONTRACTOR SHALL PROVIDE DAILY INSPECTIONS.

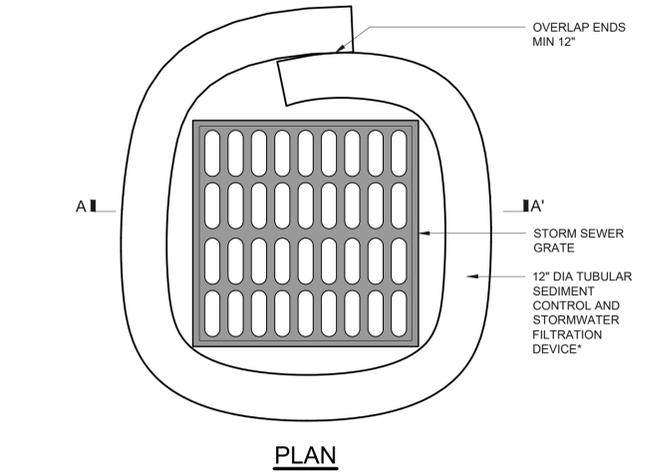
2 STABILIZED CONSTRUCTION ACCESS
Scale: NTS TEMPORARY



SECTION A-A' - NON-PAVED



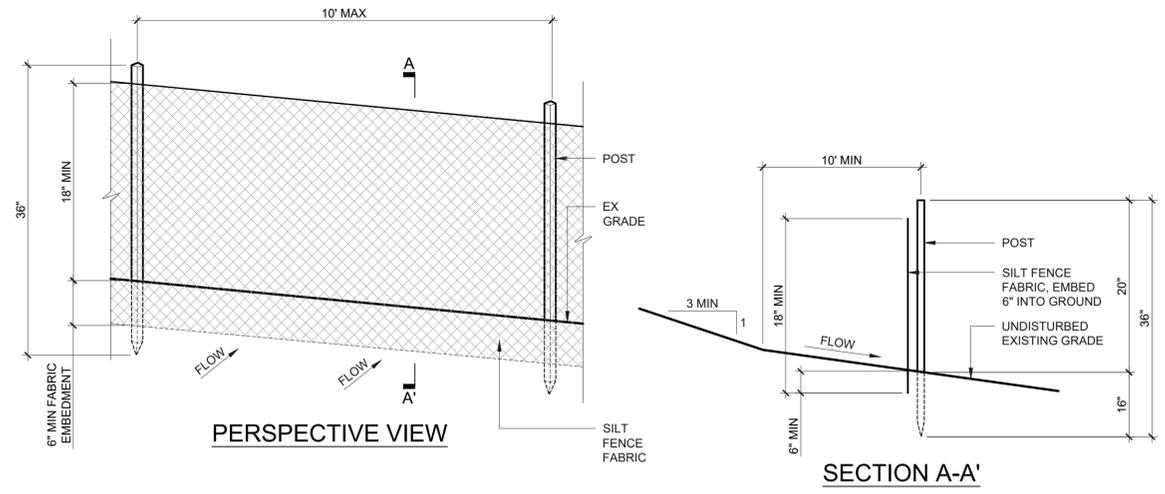
SECTION A-A' - PAVED



PLAN

- NOTES:**
- TUBULAR SEDIMENT CONTROL AND STORMWATER FILTRATION DEVICE SHALL BE FILTREXX FILTERS-0XX, OR EQUIVALENT.
 - REPLACE AND DISPOSE OF PER MANUFACTURERS SPECIFICATIONS.
 - MAXIMUM CONTRIBUTING DRAINAGE AREA SHALL BE 1.0 ACRES.

3 INLET PROTECTION
Scale: NTS TEMPORARY

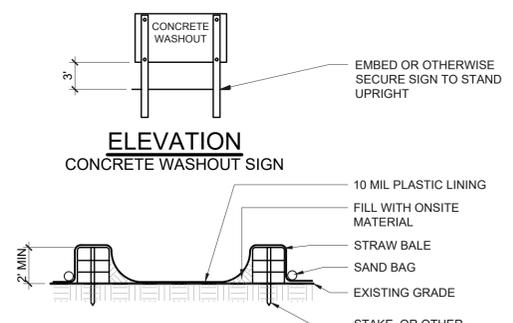


PERSPECTIVE VIEW

SECTION A-A'

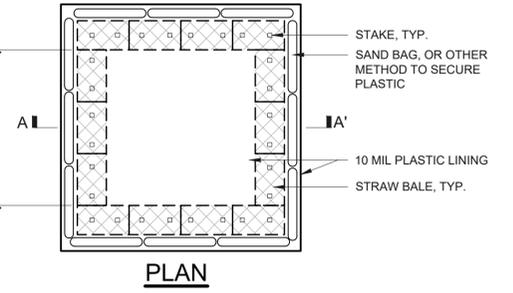
- NOTES:**
- WHEN TWO SECTIONS OF SILT FENCE FABRIC ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND FOLDED. FILTER CLOTH SHALL BE EITHER FILTER X, MIRAFI 100X, STABILINKA T140N, OR APPROVED EQUAL.
 - PREFABRICATED UNITS SHALL MEET THE MINIMUM REQUIREMENTS SHOWN.
 - MAINTENANCE SHALL BE PERFORMED IMMEDIATELY AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

4 SILT FENCE - STANDARD
Scale: NTS TEMPORARY



ELEVATION CONCRETE WASHOUT SIGN

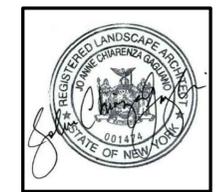
SECTION A-A'



PLAN

- NOTES:**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SIZING, CONSTRUCTION, AND INTEGRITY OF THE WASHOUT. THE CAPACITY OF THE WASHOUT SHALL BE 60 GALLONS PER TRUCK TO BE CLEANED WITHIN THE EXPECTED MAINTENANCE FREQUENCY. ADDITIONAL CAPACITY SHALL BE PROVIDED TO ACCOMMODATE RAINFALL.
 - OTHER METHODS OF CONCRETE WASHOUT CONTAINMENT MAY BE UTILIZED IF APPROVED BY THE OWNER'S REPRESENTATIVE.
 - LOCATE WASHOUT AREA AT LEAST 100' FROM STORM DRAINS, OPEN DITCHES, OR WATER BODIES.
 - THE PLASTIC LINING SHALL BE MAINTAINED IN A WATER TIGHT CONDITION AND SHALL BE REPLACED AT EVERY CLEANING.
 - DO NOT ALLOW RUNOFF TO ENTER THIS AREA.
 - THE CONCRETE WASHOUT SIGN SHALL BE PLACED WITHIN 30 FEET OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

5 CONCRETE WASHOUT AREA
Scale: NTS TEMPORARY



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DRAWN BY:	HP
DESIGNED BY:	JJJ
CHECKED BY:	TFJD

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Details
C-604

1

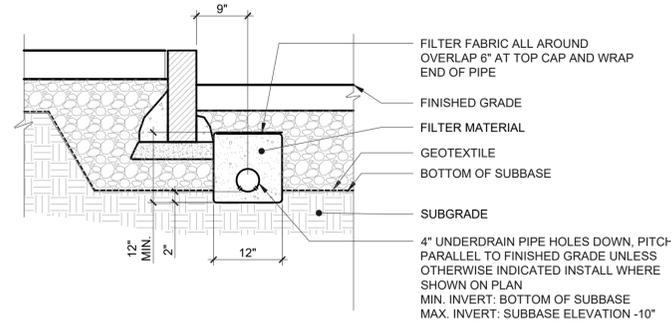
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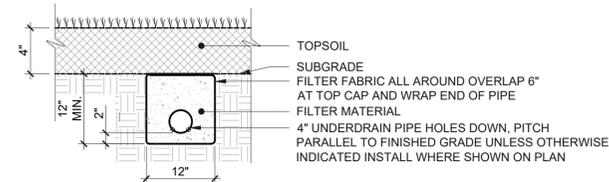
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C

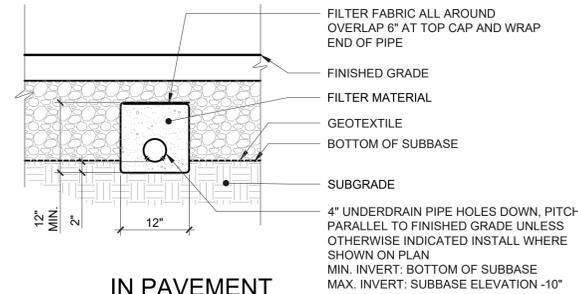
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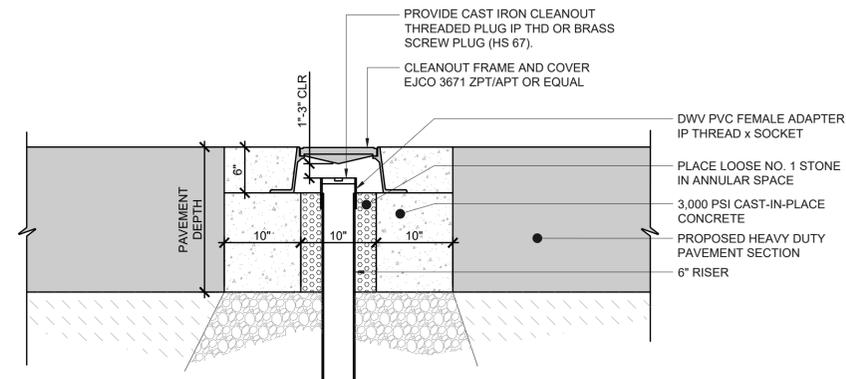
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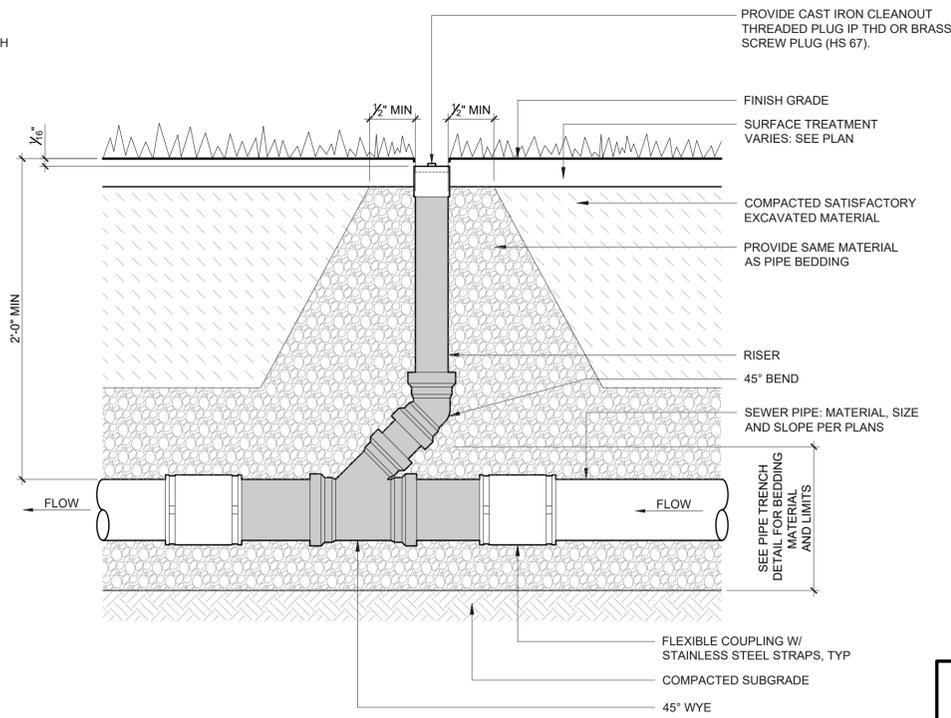
IN LAWN



IN PAVEMENT

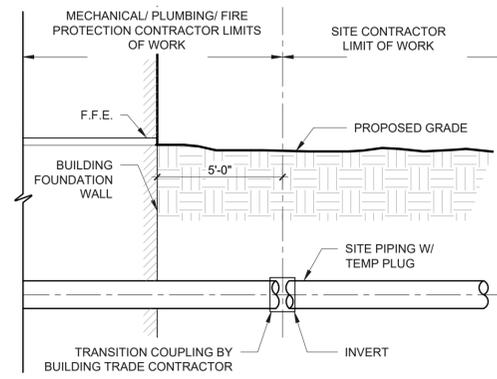


SECTION VIEW - PAVEMENT

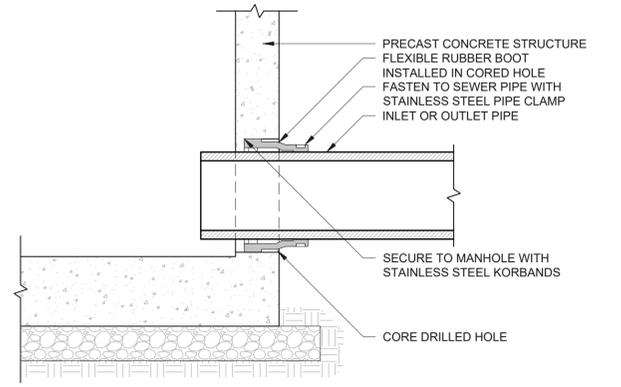


SECTION VIEW - LAWN

3 STORM - UNDERDRAIN
Scale: NTS



2 UTILITY - LIMITS OF WORK AT BUILDING
Scale: NTS



4 STORM PIPE - CONNECTION TO MANHOLE
Scale: NTS
EXISTING MANHOLE

5 CLEANOUT
Scale: NTS



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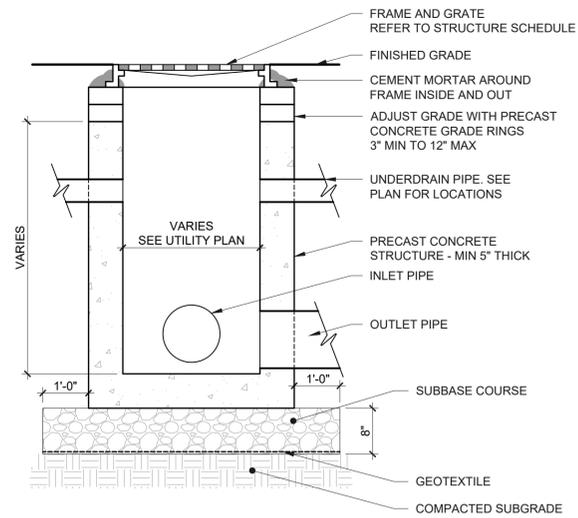


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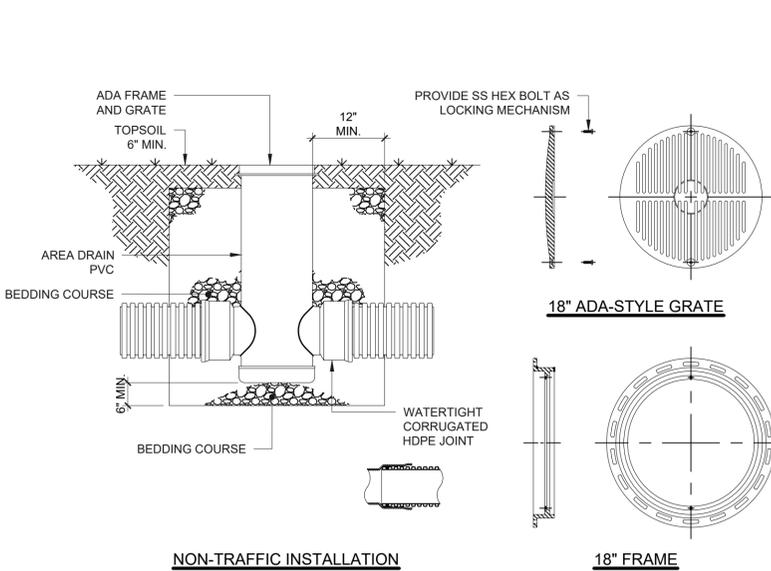
Details

C-605

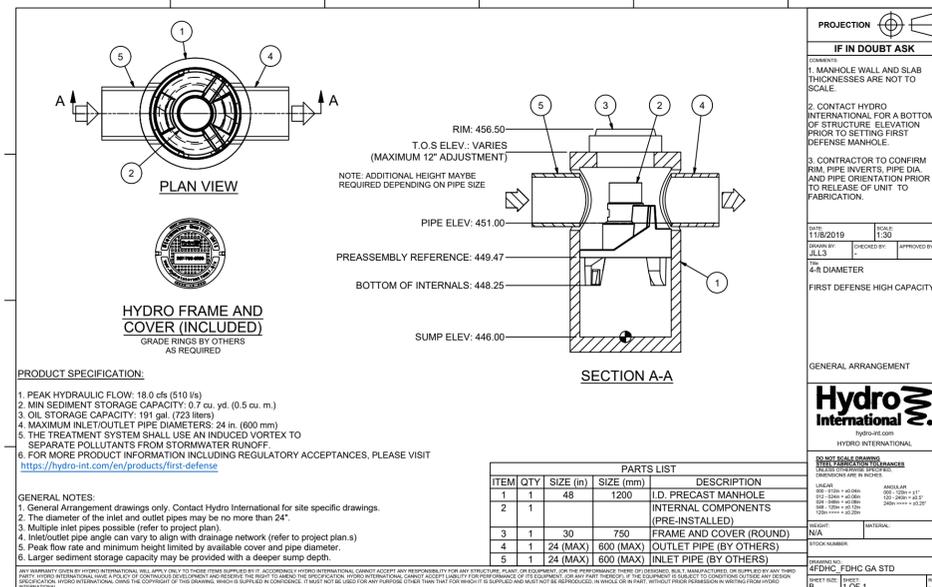


NOTE:
1. SEE PLAN FOR PIPE SIZES AND INVERT ELEVATIONS

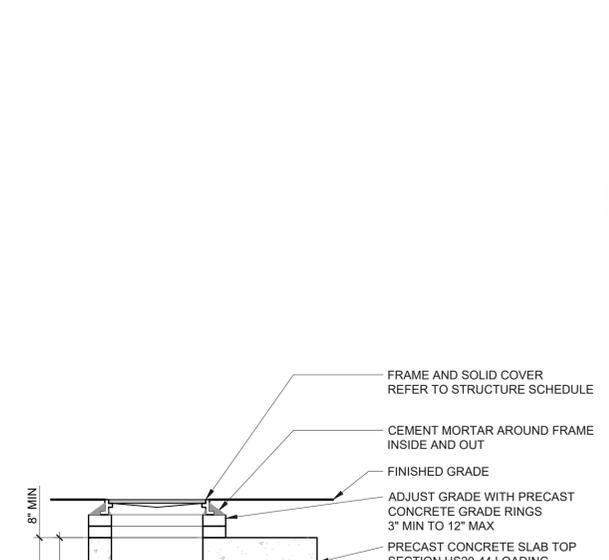
1 STORM CATCH BASIN
Scale: NTS



3 AREA DRAIN - NYLOPLAST
Scale: NTS

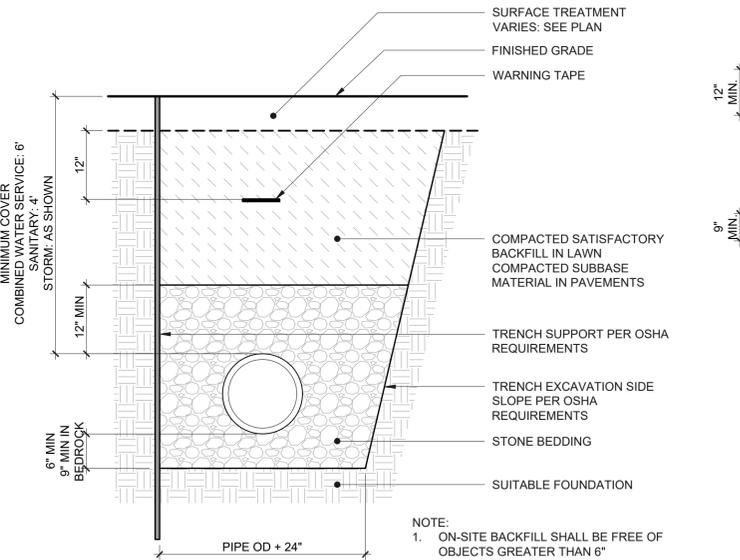


6 HYDRODYNAMIC SEPARATOR
Scale: NTS

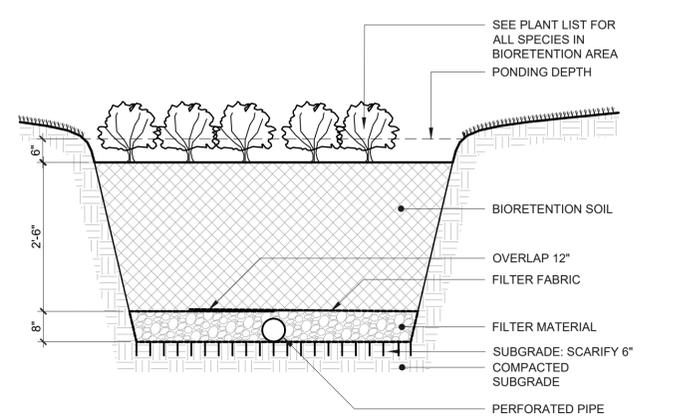


NOTE:
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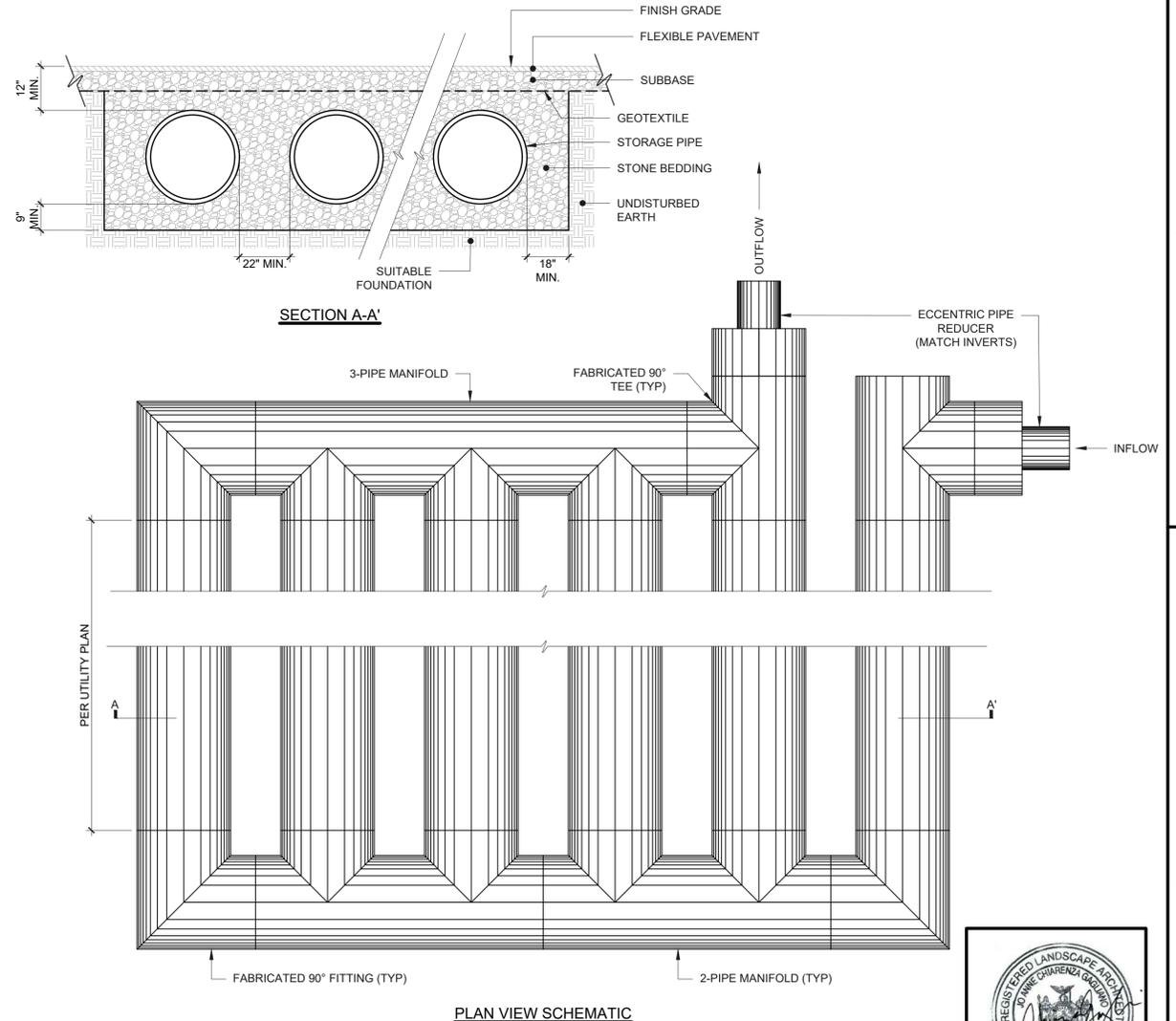
2 STORM MANHOLE
Scale: NTS



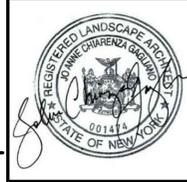
4 PIPE TRENCH WITH STONE BEDDING
Scale: NTS



5 BIORETENTION AREA
Scale: NTS



7 UNDERGROUND STORMWATER STORAGE
Scale: NTS



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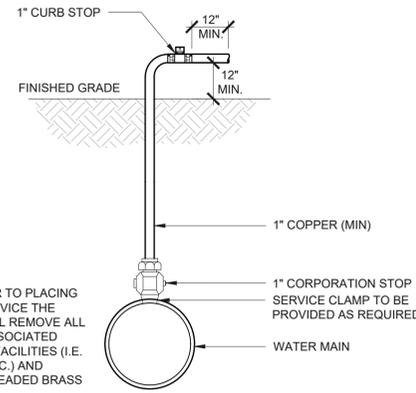
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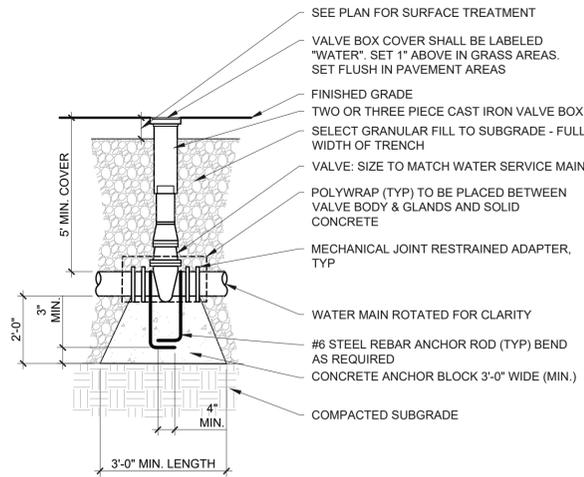
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Details
C-606



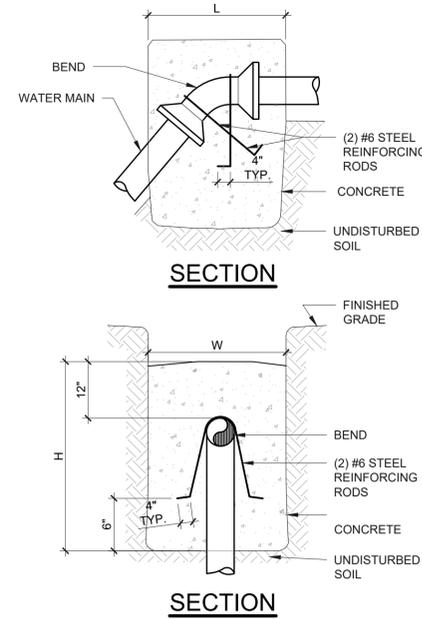
- NOTE:
1. IMMEDIATELY PRIOR TO PLACING WATER MAIN IN SERVICE THE CONTRACTOR SHALL REMOVE ALL CORPORATIONS ASSOCIATED WITH TEMPORARY FACILITIES (I.E. SAMPLING TAPS, ETC.) AND REPLACE WITH THREADED BRASS PLUGS.

1 WATER DISINFECTATION AND SAMPLING TAP
Scale: NTS



- NOTE:
1. VALVE BOX SHALL BE CENTERED ON VALVE AND SET ON COMPACTED BACKFILL. IN NO CASE SHALL THE VALVE BOX BE SUPPORTED BY THE VALVE.
 2. BURIED VALVES GREATER THAN 2" IN DIAMETER MUST OPEN CLOCKWISE (RIGHT) AND HAVE OPENING COLORED RED FROM MANUFACTURER
 3. THE ACTIVATING NUT FOR VALVES SHALL BE EXTENDED TO MAXIMUM OF 30" BELOW FINISHED GRADE.

3 WATER VALVE
Scale: NTS

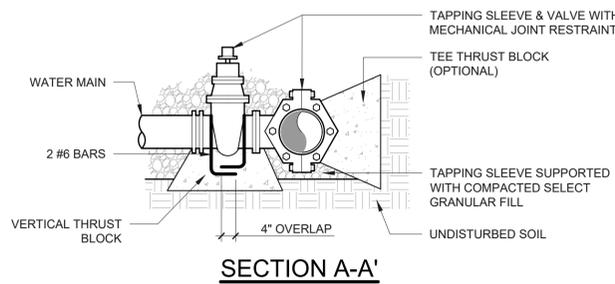
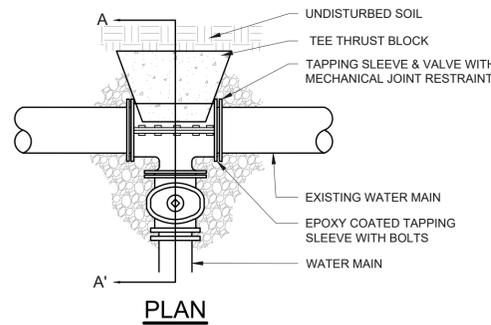


- NOTES:
1. THRUST BLOCKS OR MECHANICAL JOINT RESTRAINT SHALL BE PLACED AT ALL VERTICAL BENDS.
 2. THE LAST 4" OF THE ANCHOR RODS SHALL HAVE A 90° BEND WITH A 1/2" RADIUS.
 3. ANCHOR RODS SHALL BE TIGHTLY FIT TO THE RESTRAINED FITTING AND SHALL HAVE A MINIMUM OF 3" OF CONCRETE COVER IN ALL DIRECTIONS.
 4. KEEP CONCRETE CLEAR OF JOINTS AND JOINT ACCESSORIES. PLASTIC SHEETING OR BUILDING FELT MAY BE USED TO PREVENT CONCRETE FROM ADHERING TO THESE SURFACES.

DIMENSIONS BASED ON INTERNAL PRESSURE OF 150 PSI AND A SOIL BEARING STRENGTH OF 500 PSF OR GREATER.

BEND	MINIMUM VOLUME (CY)	L (FT)	W (FT)	H (FT)
6" PIPE				
90°	2.1	5.0	4.0	3.0
45°	1.5	4.5	4.0	2.5
22.5°	0.8	3.0	3.0	2.5
11.25°	0.4	2.5	2.5	2.0

5 WATER - THRUST BLOCK
Scale: NTS FOR VERTICAL BENDS

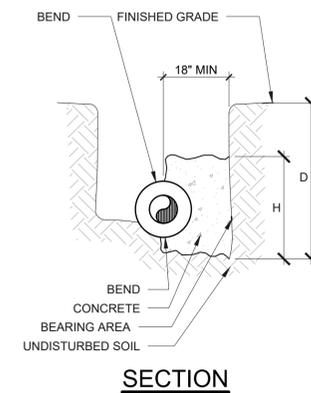
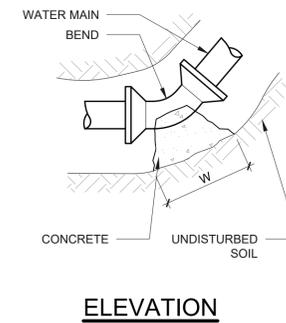


- NOTE:
1. ALL PIPE FITTINGS ARE TO BE MECHANICALLY RESTRAINED.
 2. ALL PIPES AND FITTINGS TO BE WRAPPED IN POLYETHYLENE ENCASEMENT PRIOR TO PLACING CONCRETE THRUST BLOCKS.

2 WATER - TAPPING SLEEVE AND VALVE
Scale: NTS

CONDITION	SCHEMATIC	REQUIREMENTS
I WATER LINE AND SEWER LINE SEPARATED BY MORE THAN 18"		A. THE WATER AND SEWER PIPES SHALL BE ARRANGED SO THAT THEIR JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE APART AT THE CROSSING.
II WATER LINE AND SEWER LINE SEPARATED BY LESS THAN 18"		A. THE WATER AND SEWER PIPES SHALL BE ARRANGED SO THAT THEIR JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE APART AT THE CROSSING. B. IF 18" OF VERTICAL SEPARATION CANNOT BE MET, ONE OF THE FOLLOWING SHALL BE USED: B.1. THE SEWER AND WATER PIPE SHALL BE MADE OF WATER WORKS GRADE PIPE (150 PSI MINIMUM PRESSURE RATED) MEETING THE STANDARDS OF THE AWWA, AND THE AGENCIES THAT HAVE JURISDICTION OVER THE WATER AND SEWER PIPES APPROVALS, AND CONSTRUCTION. B.2. SLEEVE ONE OF THE PIPES (WATER OR SEWER PIPE) WITH A WATERTIGHT CARRIER PIPE THAT EXTENDS 10 FEET EACH SIDE OF THE CROSSING (MEASURED PERPENDICULAR). PROVIDE IN AN ENCASEMENT OF GRANULAR FILL (SEE TRENCH SECTION DETAIL BELOW).
NOTES: IN NO CASE SHALL PIPES BE LESS THAN 12" APART. DISTANCES ARE MEASURED BETWEEN OUTSIDES OF PIPES.		
<p>WATER MAIN RELOCATION WATER MAIN TO BE LOWERED AS NECESSARY TO PROVIDE A MINIMUM OF 18" VERTICAL SEPARATION BETWEEN BOTTOM OF PROPOSED SEWER PIPE AND TOP OF WATERMAIN.</p>		

4 WATER AND SEWER CROSSING
Scale: NTS



- NOTES:
1. THRUST BLOCKS OR MECHANICAL JOINT RESTRAINT SHALL BE PLACED AT ALL HORIZONTAL BENDS.
 2. BEARING AREA SHALL BE PARALLEL TO THE EDGE OF THE FITTING AT THE FITTING MIDPOINT.
 3. KEEP CONCRETE CLEAR OF JOINTS AND JOINT ACCESSORIES. PLASTIC SHEETING OR BUILDING FELT MAY BE USED TO PREVENT CONCRETE FROM ADHERING TO THESE SURFACES.

DIMENSIONS BASED ON INTERNAL PRESSURE OF 150 PSI AND SOIL BEARING STRENGTH OF 1,000 PSF.

BEND	H (FT)	W (FT)	D (FT)
6" PIPE			
90°	3.0	4.5	7.0
45°	2.7	2.5	7.0
22.5°	1.5	2.5	6.5
11.25°	1.5	1.5	6.5

6 WATER - THRUST BLOCK
Scale: NTS FOR HORIZONTAL BENDS



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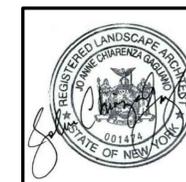
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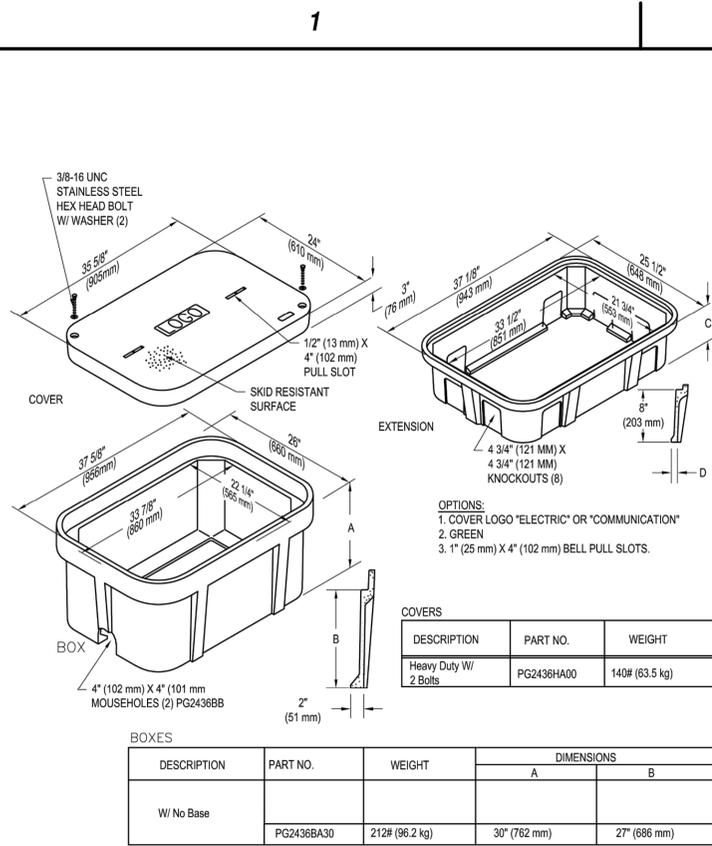
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Details

C-607

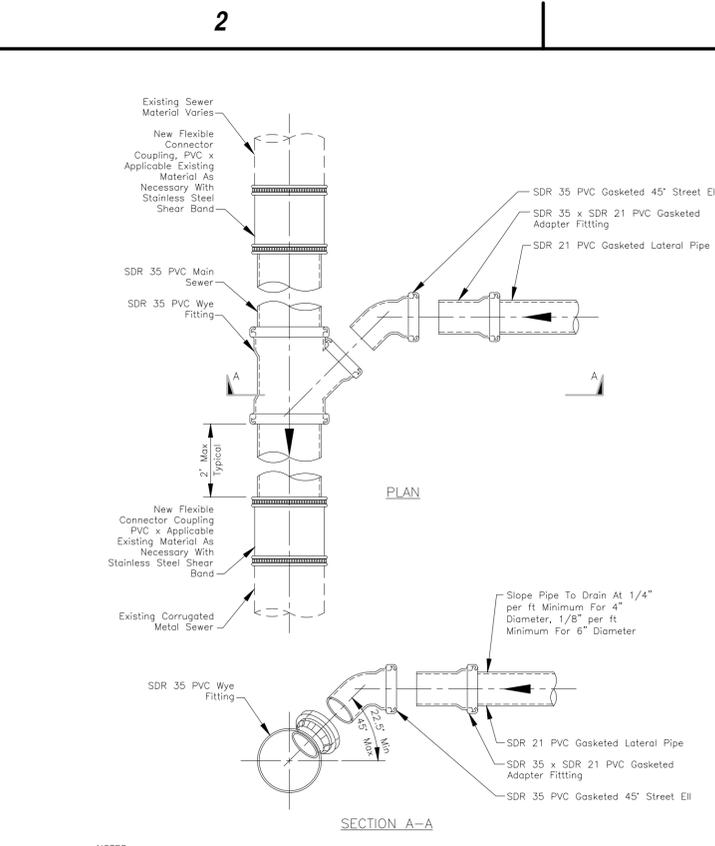


NOTE:

- ELECTRICAL DETAILS SHOWN FOR COORDINATION ONLY.
- CONTRACTOR BID TO INCLUDE EXCAVATION, BACKFILL AND RESTORATION.
- INSTALLATION OF CONDUIT, CONDUCTORS AND HANDHOLES BY OTHERS.

1 HAND HOLE

Scale: NTS

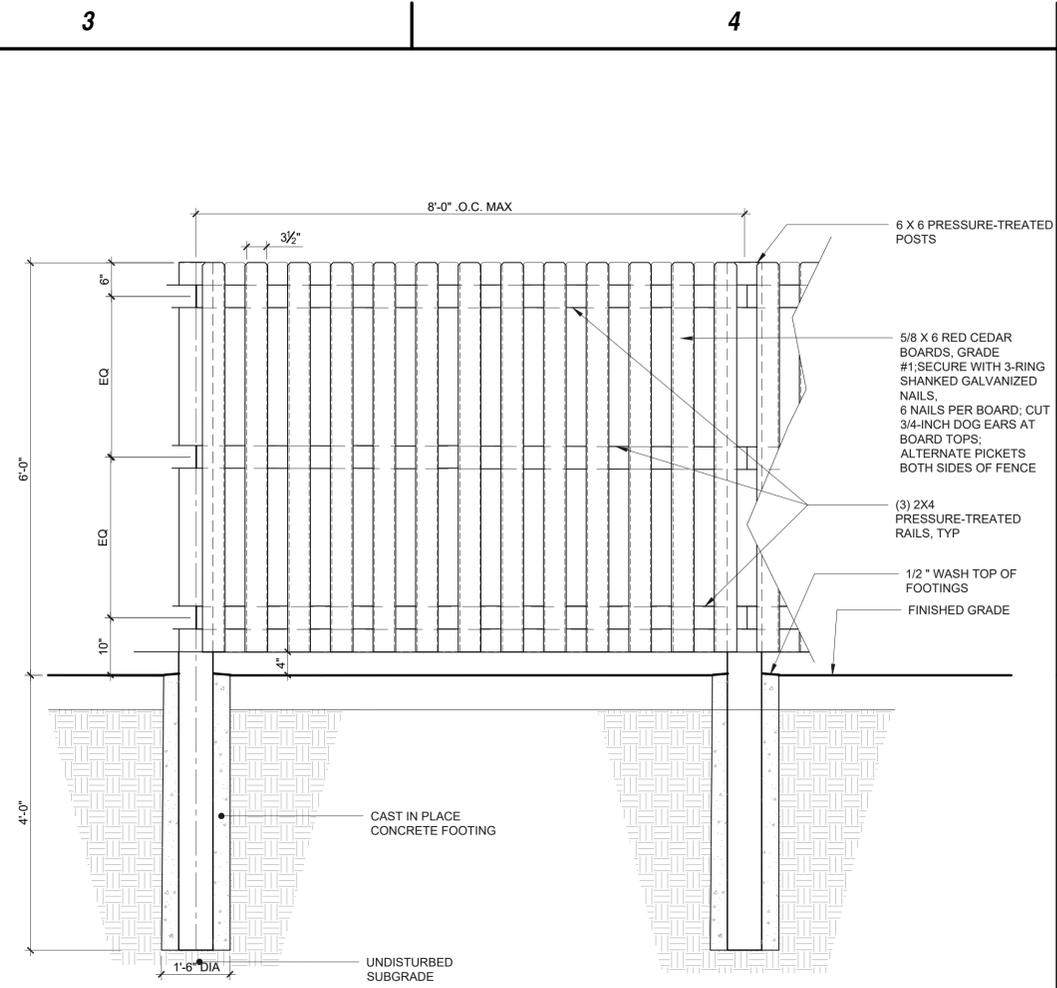


NOTES:

- Main sewer pipe, lateral pipe, wye and other fittings shall be gasketed type fittings. Solvent weld joints are not allowed.
- See sheet C-605 for pipe bedding and backfill.

3 LATERAL WYE CONNECTION

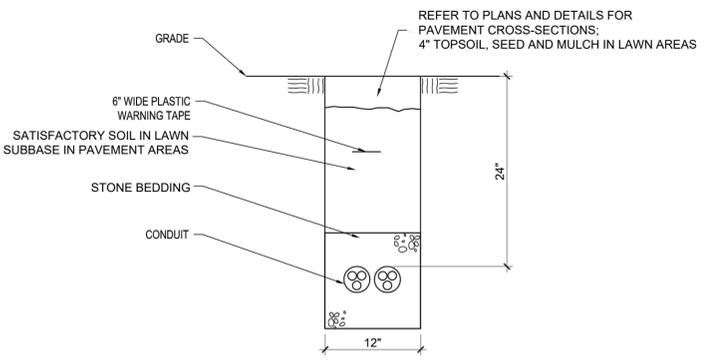
Scale: NTS



5 SCREEN FENCE

Scale: NTS

UNFINISHED

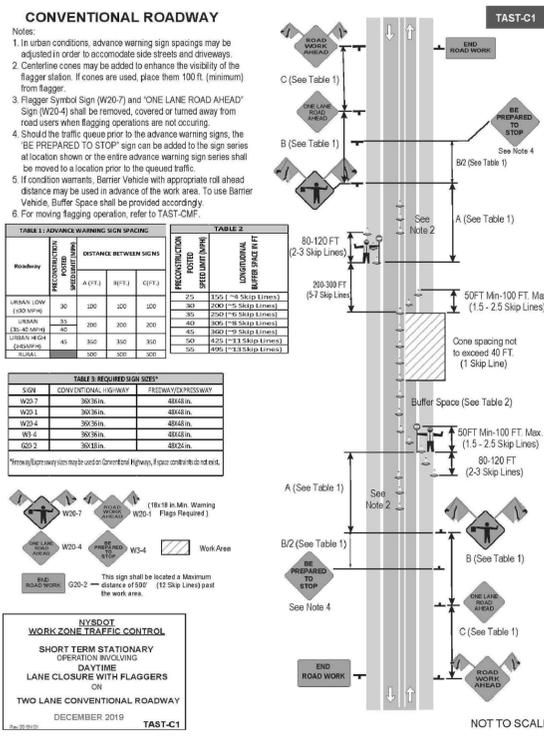


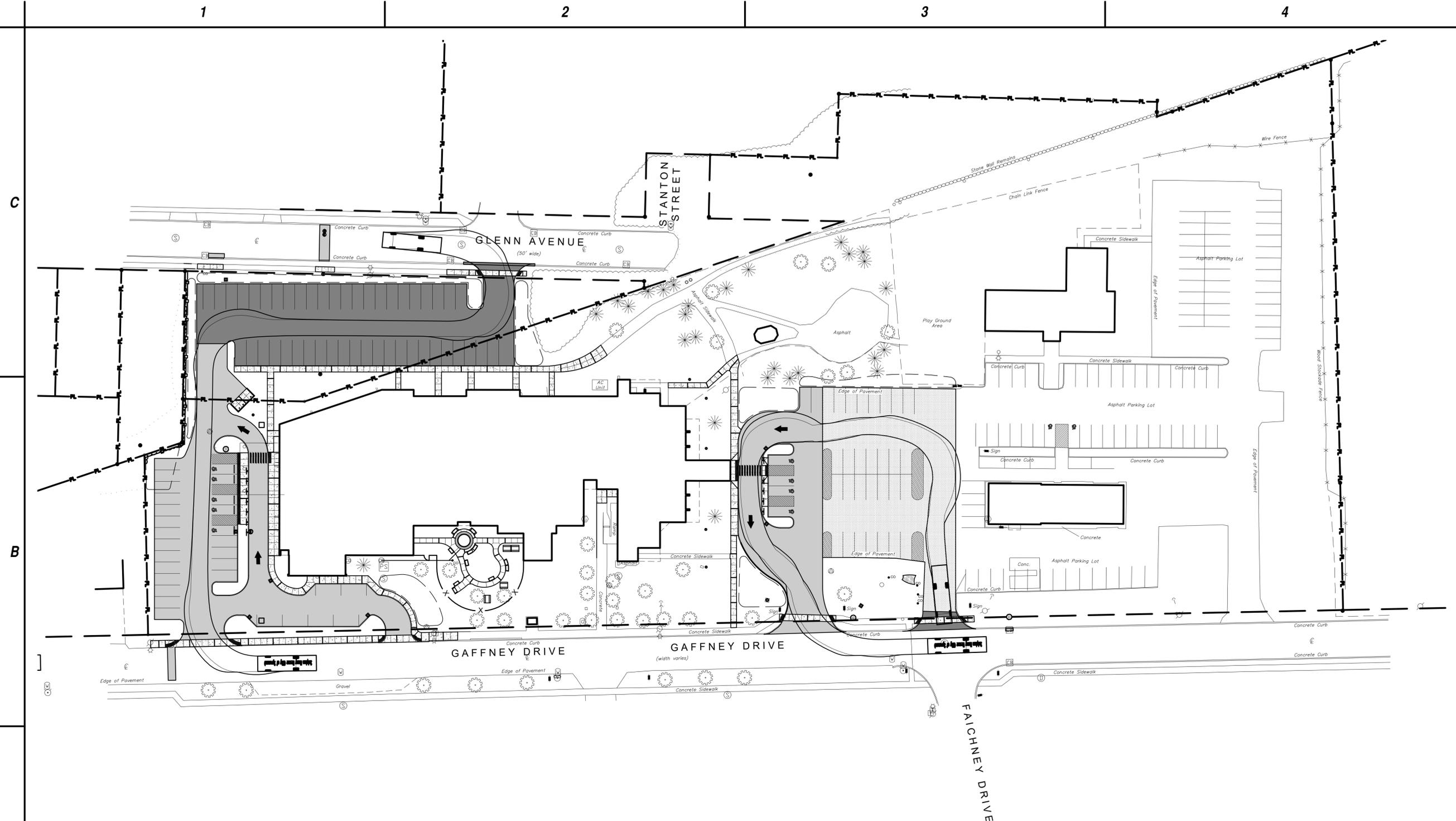
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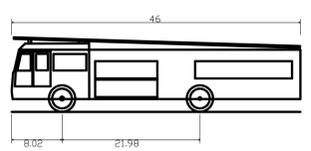
2 ELECTRICAL TRENCHING

Scale: NTS





1 CIRCULATION & PARKING PLAN
Scale: 1"=40'

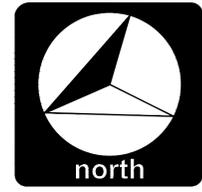
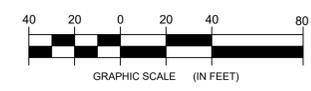


Sutphen Heavy Rescue (City of Syracuse)
 Overall Length 46.000ft
 Overall Width 12.000ft
 Overall Body Height 11.833ft
 Min Body Ground Clearance 2.035ft
 Track Width 12.000ft
 Lock-to-lock time 6.00s
 Curb to Curb Turning Radius 40.083ft

2 VEHICLE INFORMATION
No Scale USED FOR VEHICLE TRACKING STUDY

ACCESSIBLE PARKING SPACE PROVISION		
TOTAL ON-SITE PARKING SPACES	REQUIRED ACCESSIBLE PARKING SPACES	PROVIDED ACCESSIBLE PARKING SPACES
203	7	11

LEGEND	
ITEM	SYMBOL
ASPHALT PAVEMENT - HEAVY DUTY	
CONCRETE PAVEMENT	
MILL & PAVE TOP COURSE ASPHALT PAVEMENT	
ASPHALT PAVEMENT - LIGHT DUTY	
DONOR INSCRIBED PAVERS	



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 P. 315.471.0688

The Arc
 Jefferson - St. Lawrence
 New York

MARK	DATE	DESCRIPTION
3	5/19/20	ADDRESS CITY COMMENTS

REVISIONS

PROJECT NO:	W29.001.001
DATE:	04/22/2020
DRAWN BY:	SFG/KV/SJM
DESIGNED BY:	CR
CHECKED BY:	

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

Vehicle & Pedestrian Circulation Plan
P-001

Res No. 13

June 15, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing the City Police Department to Issue a Permit for Consumption of Alcohol in Designated Areas of Public Square

In an effort to increase outdoor seating capacity for downtown dining establishments due to current COVID-19 restrictions, staff from the Planning Department was directed to contact nearby municipalities to find out the process they went through to create outdoor dining areas that allow diners to enjoy food and alcoholic beverages purchased at local eateries. The municipalities that were contacted allowed for the consumption of alcohol in designated areas by issuing a permit under their open container law for those areas.

Due to the special COVID-19 regulations, the State Liquor Authority currently allows all licensed establishments to serve alcohol to-go, as long as food is also being purchased. Chapter 75 of the City's Code allows the Police Department to issue a permit to consume alcoholic beverages in public places. By issuing a permit for the downtown area, diners will then be allowed to purchase food and alcoholic beverages at area restaurants, and enjoy them in the designated areas.

Based on current social distancing regulations, Staff has designated potential locations for picnic tables to be placed downtown. The tables will be placed in areas that will be covered under the permit for open containers. There will be signs on each table that list rules about the consumption of alcohol, such as permitted times for doing so, a requirement to wear masks when not seated, the restriction of moving tables and the requirement to properly dispose of trash.

Picnic tables are scheduled to be in place by Friday, June 12, 2020. Until the City Council adopts the attached resolution, the tables will only be able to be used for the consumption of food and non-alcoholic beverages. Once the resolution is approved and the permit is in place, patrons will be able to use the seating areas to consume food and alcohol.

The attached resolution requests the City Police Department to issue a permit for the downtown area to allow alcohol consumption in designated areas from 4:00 p.m. to 10:00 p.m.

RESOLUTION

Page 1 of 1

Requesting The City Police Department to Issue a Permit for Consumption of Alcohol In Designated Areas of Public Square

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Meber ROSHIA, Jesse C. P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS Chapter 75 of the Code of the City of Watertown governs the consumption of alcohol in public places and authorizes the Police Department to issue a permit to consume alcoholic beverages in public places, and

WHEREAS the City Council wishes to support local business by increasing opportunities for outdoor dining within designated areas within Public Square in light of the COVID-19 pandemic, and

WHEREAS other communities have recently allowed for open containers in their business districts in order to allow for increased outdoor seating capacity, and

WHEREAS the City Council wishes to allow for the consumption of alcohol within designated seating areas of Public Square known as Public Square Park, the area designated as the furniture zone on all sidewalks within Public Square and in Lachenauer Plaza during the hours of 4:00 p.m. and 10:00 p.m. daily,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby requests that the Police Department issue a permit for the consumption of alcohol in the Public Square area, and

BE IT FURTHER RESOLVED that the alcohol to be consumed in the Public Square area must be obtained from area restaurants as to-go alcohol only, and

BE IT FURTHER RESOLVED that the consumption of alcohol in the Public Square area shall be limited to the hours of 4:00 p.m. to 10:00 p.m. daily in areas designated by the City to include the area known as Public Square Park, the area designated as the furniture zone on all sidewalks within Public Square and in Lachenauer Plaza.

Seconded by

June 15, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject; Authorizing a Grant Application to the Defense Community Infrastructure Pilot Program

The United States Department of Defense, Office of Economic Adjustment (OEA) has recently announced a funding opportunity to address deficiencies in community infrastructure supportive of military installations under the Defense Community Infrastructure Pilot Program. Eligible infrastructure projects include community support facilities that enhance military family quality of life.

Grant applications can be for a minimum of \$250,000 up to a maximum of \$25 million. Under the program, the City is classified as a rural area as our population is less than 50,000 people. With that designation there is no match required for the application. Applications are due June 26, 2020.

At the request of Mayor Jeffrey M. Smith, the attached resolution has been prepared which authorizes the City to apply for grant funding under this program. The grant funding, if awarded, would be for the construction of a new amphitheater in Thompson Park. The amphitheater would include a stage and band shell and would utilize the natural slope for spectator seating. The facility would be utilized for events such as the July 4th Concert in the Park, concerts and other performances.

The attached resolution approves and endorses the City's application to the United States Department of Defense, Office of Economic Adjustment (OEA) under the Defense Community Infrastructure Pilot Program and directs the City Manager to file a grant proposal and application for funding for the project.

RESOLUTION

Page 1 of 1

Authorizing a Grant Application to the Defense Community Infrastructure Pilot Program

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the United States Department of Defense, Office of Economic Adjustment has recently announced a funding opportunity to address deficiencies in community infrastructure supportive of military installations under the Defense Community Infrastructure Pilot Program, and

WHEREAS eligible infrastructure projects include community support facilities that enhance military family quality of life, and

WHEREAS the City Council of the City of Watertown desires to pursue funding for the construction of a new amphitheater in Thompson Park to be utilized for events such as the July 4th Concert in the Park, concerts and other performances to strengthen the quality of life in our area for the military population and all residents of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves and endorses the City’s application to the United States Department of Defense, Office of Economic Adjustment (OEA) under the Defense Community Infrastructure Pilot Program for a project known as the Thompson Park Amphitheater Project, and

BE IT FURTHER RESOLVED that City Manager is hereby authorized and directed to file a grant proposal and application for funding for the project and upon approval of said request, to enter into and execute a grant agreement with the Department of Defense, Office of Economic Adjustment on behalf of the City of Watertown.

Seconded by

7:15 p.m. – Public Hearing

June 10, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Authorizing Spending from Capital Reserve Fund

City Council scheduled a Public Hearing for 7:15 p.m. to discuss the expenditure of funds from the capital reserve fund in an amount not to exceed \$207,000 to pay for the cost of the Newell Street fuel farm rehabilitation (\$42,000) and Electric Department aerial service truck (\$165,000).

Once the Public Hearing is held, Council may vote on the attached Resolution.

RESOLUTION

Page 1 of 1

Authorizing Spending
From Capital Reserve Fund

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C. P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by Council Member Ryan J. Henry-Wilkinson

WHEREAS on June 19, 2006, the City Council approved establishing a Capital Reserve Fund pursuant to Section 6-c of the General Municipal Law to finance future capital improvements, and

WHEREAS the Adopted 2020-21 Capital Fund Budget and General Fund Budget included the following projects and equipment purchases: Newell Street fuel farm rehabilitation (\$42,000) and Electric department aerial service truck (\$165,000), and

WHEREAS the City Council desired to fund these projects and equipment purchases from the Capital Reserve Fund, and

WHEREAS on Monday, June 15, 2020 at ~~*7:30 p.m.~~ **7:15 p.m.**, the City Council of the City of Watertown held a public hearing to discuss the expenditure of funds from this capital reserve fund, and

WHEREAS it has been determined that the expenditure of these funds is in keeping with the purpose for the capital reserve fund,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the appropriating of Capital Reserve funds in an amount not to exceed \$207,000 to pay for the cost of the Newell Street fuel farm rehabilitation (\$42,000) and Electric department aerial service truck (\$165,000).

Seconded by Council Member Lisa A. Ruggiero

*** Motion was made by Council Member Ryan J. Henry-Wilkinson to amend the foregoing resolution changing the time in the 4th paragraph from 7:30 p.m. to 7:15 p.m. Motion was seconded by Council Member Jesse C. P. Roshia and carried with all voting in favor thereof.**

Tabled

June 9, 2020

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Finding That Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business Will Not Have a Significant Impact on the Environment

At its May 5, 2020 meeting, the City Planning Board adopted a motion recommending that the City Council change the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business. The City Council held a public hearing on the request on Monday, June 1, 2020.

At the June 1, 2020 meeting, the City Council tabled action on the State Environmental Quality Review (SEQR) resolution citing the need for additional information to determine the environmental impact of not only the zone change, but the special use permit and proposed site plan.

The applicant has been working to develop additional information for consideration by the City Council but has not yet submitted anything for review. It is therefore recommend that the resolution remain on the table.

RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of 1348, 1352, and 1356 Washington St., Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence C to Neighborhood Business Will Not Have a Significant Impact on the Environment

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

Council Member Ryan J. Henry-Wilkinson

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance for the zone change application submitted by Michael Altieri, P.E., of BCA Architects & Engineers, on behalf of Sundus and Sarah, LLC, to change the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business, and

WHEREAS the applicant’s clients wish to redevelop the subject parcels into a future mixed-use retail, professional services and apartment space, and

WHEREAS the City Council must evaluate all proposed actions submitted for its consideration in light of the State Environmental Review Act (SEQRA), and the regulations promulgated pursuant thereto, and

WHEREAS the approval of the Zone Change, as well as a Special Use Permit and Site Plan Approval for the proposed future mixed-use development, consisting of retail, professional services, apartment space and parking would all constitute such an “Action,” and

WHEREAS the City Council has determined that changing the zoning classification of this property and the proposed future mixed-use retail, professional services and apartment space constitute an Unlisted Action as that term is defined by 6NYCRR Section 617.2 (ak), and

WHEREAS there are no other involved agencies for SEQRA review as that term is defined in 6NYCRR Section 617.2 (s), and

WHEREAS to aid the City Council in its determination as to whether the proposed zone change and proposed future development will have a significant impact on the

RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of 1348, 1352, and 1356 Washington St., Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence C to Neighborhood Business Will Not Have a Significant Impact on the Environment

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

environment, Part 1 of a Short Environmental Assessment Form has been prepared by the applicant, a copy of which is attached and made part of this Resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that:

1. Based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the adoption of the zone change and the proposed future mixed-use development, consisting of mixed-use retail, professional services, apartment space and parking will not have a significant impact on the environment.
2. The Mayor of the City of Watertown is authorized to execute the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This Resolution shall take effect immediately.

Seconded by Council Member Jesse C.P. Roshia

Tabled

June 9, 2020

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business

A request has been submitted by Michael Altieri, P.E., of BCA Architects & Engineers for the above subject zone change request. The Planning Board reviewed the request at its May 5, 2020 meeting and adopted a motion recommending that City Council approve the zone change request as submitted.

The Jefferson County Planning Board considered the zone change request at its meeting held on May 26, 2020, pursuant to General Municipal Law Section 239-m, and adopted a motion that the project does not have any significant county-wide or inter-municipal issues and is of local concern only.

The City Council held a public hearing on the request on Monday, June 1, 2020. At that meeting, the City Council tabled action on the zone change ordinance and the State Environmental Quality Review (SEQR) resolution citing the need for additional information to determine the environmental impact of the entire project which includes not only the zone change, but the special use permit and proposed site plan.

Since the meeting, the City Clerk has received the attached petition from neighboring property owners and others who are opposing the zone change. Typically, a zone change request requires approval by a simple majority vote of the council. However, pursuant to General City Law Section 83, Paragraph 2, a zone change shall require the approval of at least three-fourths of the members of the council in the event such amendment is the subject of a written protest, presented to the council and signed by the owners of twenty percent or more of the area of land immediately adjacent to that land included in such proposed change, extending one hundred feet therefrom.

As the amount of adjacent land area exceeds this threshold, the proposed zone change ordinance will require an affirmative vote of three-fourths of the City Council, which for the City is a 4/5 vote.

The applicant has been working to develop additional information for consideration by the City Council but has not yet submitted anything for review. It is therefore recommend that the ordinance remain on the table.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000 and 14-21-108.000 from Residence B to Neighborhood Business

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Henry J.
 Council Member ROSHIA, Jesse C. P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

Introduced by

Council Member Ryan J. Henry-Wilkinson

BE IT ORDAINED where Michael Altieri, P.E., of BCA Architects & Engineers, has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law, to change the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 from Residence B to Neighborhood Business, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its May 5, 2020 meeting and adopted a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on June 1, 2020, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 1348, 1352 and 1356 Washington Street, Parcel Numbers 14-21-106.000, 14-21-107.000, and 14-21-108.000 shall be changed from Residence B to Neighborhood Business, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect the zone change, and

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or otherwise printed as the City Manager directs.

Seconded by Council Member Lisa A. Ruggiero

Residents Against the Proposed Development on Washington Street

Petition Summary and Background <div style="text-align: center; border: 1px solid black; padding: 5px; transform: rotate(-15deg);"> RECEIVED JUN 8 2020 CITY CLERK'S OFFICE WATERTOWN, NY </div>	There has recently been an application submitted to the Planning Board and presented before the City Council to change the zoning of 1348, 1352, and 1356 Washington Street from Residence B to Neighborhood Business. The City Council has tabled the ordinance until they receive more information and a site plan. The residents that abut these properties have all voiced their opposition to this project in either the Planning Board meetings or the City Council meeting. Some of the reasons for neighborhood opposition include: drainage issues and not wanting to overwhelm the already strained storm water system of Sherman Street and the surrounding area; Privacy Issues with businesses and/or apartments (likely multi-story) looking into private backyards; the unavoidable leveling of the ground to facilitate development raising the land possibly up to six feet, and the potential wall it could create; the stigma of such a project, and resulting devaluation of abutting properties; Neighborhood Business creep into a residential neighborhood; and the loss of a true Residence A neighborhood feel for the abutters and surrounding neighborhood.
Action Petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to reject the proposed zoning change of 1348, 1352, and 1356 Washington Street from Residence B to Neighborhood Business, and preserve the surrounding neighborhood.

Printed Name	Signature	Address	Comment	Date
Janet Connell	<i>Janet Connell</i>	1357 Sherman Street	We are very against this + are directly impacted.	6/4/20
Mary Connell	<i>Mary Connell</i>	Watertown	Grew up at 1357 Sherman Street	6/4/20
Christopher Dondra	<i>Chris Dondra</i>	1361 Cosgrove St Watertown	My children play in an abutting backyard. we do not want this.	6/4/2020
Katie Dondra	<i>Katie Dondra</i>	1361 Cosgrove Watertown	My children play in an abutting backyard. we do not want this.	6/4/2020
Scott Connell	<i>Scott Connell</i>	1357 Sherman St	I'm Tired of Bailing out my Basement	6/4/20
Paula Trainham	<i>Paula Trainham</i>	1355 Sherman	Water issues concern too close property value my retirement home	6/4/20
Muel Mann	<i>Muel Mann</i>	1351 Sherman St.	Water Issues.	6/4
Tiffany Narra	<i>Tiffany Narra</i>	1351 Sherman St	Water Issues	6/4
Julia Laguna	<i>Julia Laguna</i>	1343 Sherman	Water Issues	6/4/20
MARGARITA CAUSE	<i>Margarita Cause</i>	1343 Sherman	Water Issues	6/4/20
Joseph Cardona	<i>Joseph Cardona</i>	1372 Sherman	Water Issues	6-5-20
George Sullivan	<i>George Sullivan</i>	1371 Sherman	Watertown	6/5/20
Sarah Darich Sinder	<i>Sarah Sinder</i>	1377 Sherman St	Watertown	6/5/20

June 10, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Sale of Unimproved Portion of Brett Street

Tony Augliano sent an email to Council Members in April about a letter he received in July of last year from former City Engineer, Justin Wood. Mr. Wood was canvassing the property owners adjacent to the unimproved portion of Brett Street to determine whether there was any interest in acquiring the land. Mr. Augliano said in his email that he was interested in taking possession of the land.

Because of the length of time since the previous letters were sent out, I asked the current City Engineer, Michael Delaney to re-canvas the property owners. As you can see in his attached memo, several indicated an interest in acquiring the land. I concur with Mr. Delaney's recommendation to put it up for auction.



CITY OF WATERTOWN, NEW YORK
DEPARTMENT OF ENGINEERING
MEMORANDUM

June 9, 2020

TO: The Honorable Mayor and City Council
FROM: Michael Delaney P.E. City Engineer
SUBJECT: Brett Street Property

Brett Street is a short dead end street located off Gotham Street, between Broadway Avenue West and Hamilton Street South. The street boundary is 50' wide and about 700' long; however, only the first 400' is pavement and serving as access to residences fronting on Brett Street. The remaining 300' "Paper Street" is basically an extension of adjoining property owner's back yards, and is not used for access to the rear lots fronting on Brett Street beyond the pavement limits.

Recently, the City received a complaint about some encroachment issues just beyond the paved portion of the street, as well as a request to place fill in ruts from a fallen tree. Upon closer inspection, it became clear the City has no interest in continuing to own this 300' paper street and should consider selling the property and offering it to the adjoining property owners. We have issued letters to the adjacent owners; several have indicated an interest in acquiring some or all of the property. The staff recommendation is the parcel be sold as one and not subdivided. The City's portion of Brett Street would terminate near the end of the paved street and would be determined by survey, and the remainder could be offered to adjacent owners at auction. The offer should be contingent on the accepting parties to assemble the paper street parcel with their main parcel, and they maintain the grass and trees.

In conversations with the adjacent owners, there is interest in accepting the property from the City, if Council concurs. A survey should be conducted to establish property limits and move forward with the transaction.



Revision	Description of Revision	Date	By

Brett Street Property Retainment


 CITY OF WATERTOWN, NEW YORK
 GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793 EMAIL: gis@watertown-ny.gov



Brett Street Property Retainment

Requested By: J.Wood
Drawn By: M.Owen
Date: 7/5/2019
Scale: 1 inch = 30 feet

June 9, 2020

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planning & Community Development Director
Subject: NDC Housing Program

The NDC Housing Program was originally established in 1995 as a partnership between Neighbors of Watertown, the Development Authority of the North Country (DANC) and the City to undertake a housing rehabilitation program whereby homes that the City has acquired through tax sale, bank foreclosures or donations can be rehabilitated and returned to the tax rolls. Construction financing for the program is provided through DANC lending, the City's CDBG grant funds and other grant programs administered by Neighbors of Watertown (NOW).

The program ran for several years and successfully rehabilitated 11 homes that not only provided a visual impact in the neighborhoods in which they were located but resulted in an increase in the assessment of those properties by nearly \$300,000. Since the re-establishment of the program in 2016, the program has successfully rehabilitated 825 Academy Street, which was donated to the City after a bank foreclosure. The two-family home has been completely rehabilitated and was recently put on the market for sale. As a result of the rehabilitation of the Academy Street property, the adjacent property has also been rehabilitated and work has begun on several other homes nearby. This project is a great example of neighborhood revitalization that was spurred as a result of rehabilitating a vacant home.

As outlined in the 2016 Memorandum of Understanding between the City, NOW and DANC, the City sells eligible properties to NOW for the amount of the outstanding taxes. Once NOW takes title to the property, they act as developer and administrator for the program. This includes preparation of rehabilitation plans and specifications, as well as bidding, contractor and construction oversight. After the home is rehabilitated, it is sold, with the proceeds paying off the construction financing and any back taxes owed to the City.

Currently the City has two homes which were acquired through tax sale that are candidates for the NDC program. The homes are located at 1101 Bronson Street and 214 East Hoard Street. In 2019, the City Council indicated a desire to place both properties into the program. The rehabilitation plans and financing estimates for the home on Bronson Street are almost complete and the project is ready to move forward. The City's CDBG funds will be used to pay for environmental stabilization (asbestos abatement) of the property as part of the rehabilitation process, and CDBG homebuyer funds may also be used if the home is sold to an income qualified applicant.

The first step for the project will be transferring ownership of the property to Neighbors of Watertown. If the City Council still concurs with rehabilitating this property through this program, a resolution will be prepared to transfer the property. A Grant Agreement will also be prepared between the City and Neighbors of Watertown for the CDBG funds that will be used for environmental stabilization of the properties for the NDC program.

June 9, 2020

To: The Honorable Mayor and City Council
 From: James E. Mills, City Comptroller
 Subject: Sale of Surplus Hydro-electricity – May 2020

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last May, the sale of surplus hydro-electric power on an actual to actual basis was down \$426,881 or 52.70%. In comparison to the budget projection for the month, revenue was down \$208,277 or 35.22%. The year-to-date actual revenue is up \$535,637 or 15.02%, while the year-to-date revenue on a budget basis is up \$544,266 or 15.30%. The hydro-electric facility was planned to be shut down in August and September for planned capital improvements. It was shut down in late October – early November for the installation of the excitation system.

	<u>Actual</u> <u>2016-17</u>	<u>Actual</u> <u>2017-18</u>	<u>Actual</u> <u>2018-19</u>	<u>Actual</u> <u>2019-20</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 73,815	\$ 644,519	\$ 4,063	\$ 265,466	\$ 261,402	6,433.13%
August	\$ 278,611	\$ 308,911	\$ 1,201	\$ 13,330	\$ 12,129	1,009.80%
September	\$ 22,118	\$ 129,629	\$ 46,149	\$ 125,102	\$ 78,953	171.08%
October	\$ 208,586	\$ 219,082	\$ 323,260	\$ 222,218	(\$101,043)	(31.26%)
November	\$ 396,753	\$ 610,656	\$ 572,955	\$ 554,930	(\$ 18,025)	(3.15%)
December	\$ 470,259	\$ 332,344	\$ 249,645	\$ 406,126	\$ 156,482	62.68%
January	\$ 481,938	\$ 243,768	\$ 171,405	\$ 416,391	\$ 244,985	142.93%
February	\$ 325,684	\$ 353,929	\$ 311,149	\$ 217,222	(\$ 93,927)	(30.19%)
March	\$ 418,328	\$ 587,558	\$ 403,524	\$ 745,936	\$ 342,412	84.86%
April	\$ 688,018	\$ 728,661	\$ 673,362	\$ 752,511	\$ 79,149	11.75%
May	\$ 711,278	\$ 584,892	\$ 809,967	\$ 383,085	(\$426,881)	(52.70%)
June	<u>\$ 681,514</u>	<u>\$ 59,631</u>	<u>\$ 787,591</u>			
YTD	<u>\$4,756,903</u>	<u>\$4,803,579</u>	<u>\$4,354,270</u>	<u>\$4,102,316</u>	<u>\$ 535,637</u>	<u>15.02%</u>

	<u>Original</u> <u>Budget</u> <u>2019-20</u>	<u>Actual</u> <u>2019-20</u>	<u>Variance</u>	<u>%</u>
July	\$ 34,564	\$ 265,466	\$ 230,902	668.04%
August	\$ -	\$ 13,330	\$ 13,330	N/A
September	\$ -	\$ 125,102	\$ 125,102	N/A
October	\$ 344,902	\$ 222,218	(\$122,684)	(35.57%)
November	\$ 491,694	\$ 554,930	\$ 63,236	12.86%
December	\$ 419,771	\$ 406,126	(\$ 13,645)	(3.25%)
January	\$ 314,882	\$ 416,391	\$ 101,509	32.24%
February	\$ 264,381	\$ 217,222	(\$ 47,159)	(17.84%)
March	\$ 439,005	\$ 745,936	\$ 306,931	69.92%
April	\$ 657,489	\$ 752,511	\$ 95,022	14.45%
May	\$ 591,362	\$ 383,085	(\$208,277)	(35.22%)
June	<u>\$ 338,950</u>			
YTD	<u>3,897,000</u>	<u>\$4,102,316</u>	<u>\$ 544,266</u>	<u>15.30%</u>

June 15, 2020

To: The Honorable Mayor and City Council
 From: James E. Mills, City Comptroller
 Subject: Sales Tax Revenue – May 2020

Sales tax revenue was down \$576,046 or 38.38% compared to last May. In comparison to the original budget projection for the month, sales tax was down \$499,052 or 35.04%. The year-to-date actual receipts are down \$141,037 or 0.84%, while the year-to-date receipts on a budget basis are down \$473,237 or 2.75%.

From the County's sales tax distribution the State withheld \$314,650 from November's distribution and \$176,027 from May's distribution to cover the State's appropriation of \$490,677 for AIM related payments to Jefferson County towns and villages that were initially cut in the State's FY 2020 Budget. Therefore the, the City was shorted \$117,762 (\$75,516 in November and \$42,246 in May) to fund the State's AIM payments.

	<u>Actual 2016-17</u>	<u>Actual 2017-18</u>	<u>Actual 2018-19</u>	<u>Actual 2019-20</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,536,214	\$ 1,573,554	\$ 1,606,413	\$ 1,763,856	\$ 157,443	9.80%	
August	\$ 1,435,666	\$ 1,498,230	\$ 1,573,047	\$ 1,763,893	\$ 190,846	12.13%	
September	\$ 1,982,777	\$ 1,918,505	\$ 2,226,468	\$ 2,129,882	\$ (96,586)	(4.34%)	4.66%
October	\$ 1,295,166	\$ 1,381,534	\$ 1,423,970	\$ 1,499,868	\$ 75,898	5.33%	
November	\$ 1,355,551	\$ 1,435,650	\$ 1,466,279	\$ 1,410,364	\$ (55,915)	(3.81%)	
December	\$ 1,752,250	\$ 1,754,106	\$ 1,718,512	\$ 1,868,004	\$ 149,492	8.70%	3.68%
January	\$ 1,363,372	\$ 1,360,442	\$ 1,384,533	\$ 1,436,294	\$ 51,760	3.74%	
February	\$ 1,087,663	\$ 1,163,558	\$ 1,149,846	\$ 1,203,572	\$ 53,726	4.67%	
March	\$ 1,548,314	\$ 1,511,911	\$ 1,420,276	\$ 1,750,746	\$ 330,470	23.27%	11.02%
April	\$ 1,313,100	\$ 1,392,815	\$ 1,410,924	\$ 988,797	\$ (422,127)	(29.92%)	
May	\$ 1,325,536	\$ 1,383,659	\$ 1,501,095	\$ 925,025	\$ (576,046)	(38.38%)	
June	<u>\$ 1,821,198</u>	<u>\$ 2,051,011</u>	<u>\$ 1,864,710</u>	<u>\$ -</u>	<u>\$ -</u>		
YTD	<u>\$ 17,816,807</u>	<u>\$ 18,424,974</u>	<u>\$ 18,746,071</u>	<u>\$ 16,740,324</u>	<u>\$ (141,037)</u>	<u>(0.84%)</u>	

	<u>Original Budget 2019-20</u>	<u>Actual 2019-20</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 1,650,196	\$ 1,763,856	\$ 113,660	6.89%	
August	\$ 1,616,330	\$ 1,763,893	\$ 147,563	9.13%	
September	\$ 2,279,552	\$ 2,129,882	\$ (149,670)	(6.57%)	2.01%
October	\$ 1,465,016	\$ 1,499,868	\$ 34,852	2.38%	
November	\$ 1,507,960	\$ 1,410,364	\$ (97,596)	(6.47%)	
December	\$ 1,763,976	\$ 1,868,004	\$ 104,028	5.90%	0.87%
January	\$ 1,424,988	\$ 1,436,294	\$ 11,306	0.79%	
February	\$ 1,186,780	\$ 1,203,572	\$ 16,792	1.41%	
March	\$ 1,461,267	\$ 1,750,746	\$ 289,479	19.81%	7.80%
April	\$ 1,433,395	\$ 988,797	\$ (444,598)	(31.02%)	
May	\$ 1,424,101	\$ 925,048	\$ (499,052)	(35.04%)	
June	<u>\$ 2,101,439</u>	<u>\$ -</u>	<u>\$ -</u>		
YTD	<u>\$ 19,315,000</u>	<u>\$ 16,704,324</u>	<u>\$ (473,237)</u>	<u>(2.75%)</u>	